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## The Solicitors' Journal and Reporter.

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### CURRENT TOPICS.

THE SCHEME, which we published last week, for the sitting by each of the six Masters of the King's Bench Division in his own room on one day of the week to decide questions of practice, *ex parte* applications and general business, is probably only tentative, but it seems likely that the plan will prove successful, and will ultimately be made permanent. Most of the present Masters are very well equipped for establishing a satisfactory and uniform practice as to the matters of doubt which are frequently cropping up. What we should like to see is some record of their decisions on new points which could be circulated for the information of the profession.

THE APPEAL lists for the Trinity Sittings shew but a slight diminution in the number of appeals. There were 427 at the commencement of the Easter Sittings, and there are now 395, rather more than a year ago, when there were 388 appeals. How long this state of affairs is to continue we know not; but we may observe that, while the Lord Chancellor is anxiously endeavouring to force on unwilling landowners his discredited system of compulsory registration of title, he is apparently entirely oblivious to the extreme inconvenience occasioned by the arrears in the Court of Appeal. But then, you see, inconvenience, delay, and expense are of no moment with regard to compulsory registration, and why should they be of any importance with regard to the business of the Court of Appeal?

THE COURT of Appeal can hardly be blamed for slow transaction of business during the concluding weeks of the Easter Sittings. Taking the "record of business" given in the *Weekly Notes* for the last three weeks of those sittings, it will be found that 27 appeals was about the average weekly "output" of the two divisions, giving over 13 appeals as disposed of by each division in the week of 5½ days.

THE CHANCERY Division lists remain at about the same figure as at the commencement of the Easter Sittings. There were 236 causes and matters then, and there are 234 now. It must be remembered that, the "pace" of the Division having now

become pretty generally known, a rapid influx of business from suitors who appreciate speedy and careful justice is to be looked for; and we have little doubt that the condition of the lists is to be accounted for in this way. There are 35 company matters before BUCKLEY and BYRNE, JJ.

THE KING's Bench Division lists shew a considerable reduction since the commencement of the Easter Sittings. There were then 875 causes, and there are now 648 causes, including 15 appeals in bankruptcy. There were 636 a year ago. The most remarkable feature of these lists during recent sittings has been the steady decline in the number of actions for trial without juries. There are now, as we mentioned last week, only 121, while a year ago they numbered 162.

THE STRANGE Humbert-Crawford case, which is now absorbing the attention of the French police, seems to shew that the practice with regard to bankers' advances and to the custody of the property of testators is very different in France from that which prevails in this country. Upon an application in this case to a London bank for an advance, it was stated that a suit was pending in the French courts to decide which of two wills must prevail, and that in the meantime the property of the testator, consisting of negotiable securities of the value of several millions sterling, was in the custody of the person seeking the advance, though the seals of the court had been affixed to it. No formal inventory of these securities appears to have been taken, but apparently on the mere assertion of the litigants that the box contained the securities in question, immense advances were made by different French banks to a lady who claimed under one of the wills. The English bank refused to make any advance, and we should have been much surprised if they had acted differently. Even if the alleged fund had been in existence and had been paid into court or placed in the custody of a receiver, experience has shewn that it is contrary to all the sound principles of banking to finance one of the parties to a law-suit. In a case some years ago, one of the London banks, after much pressure, made an advance to a customer on the security of money due to him under a decree in a Chancery suit. At the last moment an appeal was brought against the decree, which was reversed, so that the security became worthless. In the French case the securities were not in the custody of the law as we understand it in England. Merely affixing the seals of the court to a box, without taking an inventory of what is within, is like the act of the shipmaster who signs a bill of lading "weight and contents unknown." We may possibly, as the case proceeds, hear of something which may to some extent explain this extraordinary lack of caution.

YORKSHIREMEN, like Scotchmen, have a constitutional dislike to see "saxpence go bang" over a series of ceremonial observances which are not likely to bring any benefit to the owner of the "saxpence," and are certain to occasion delay and expense when he wants to dispose of his landed property. The Yorkshire Union of Law Societies recently convened a meeting to hear an exposition by Mr. RUBINSTEIN of the system of compulsory registration of title, and very prudently invited the attendance, not only of lawyers, but also members of public bodies, town clerks, and presidents of chambers of commerce throughout the county. A large and representative meeting was the result, and after hearing what Mr. RUBINSTEIN had to say, the Yorkshiremen, after their usual fashion of taking nothing for granted, "heckled" him in a manner which would have done credit to a Scotch election meeting. They apparently found it difficult to understand why the Lord Chancellor should desire to inflict on other counties the burdens under which the London landowners are groaning, or why such a shrewd and clever man should ever have taken up this singular scheme. Mr. RUBINSTEIN's explanations were so convincing that a resolution was proposed by Mr. GORDON, an alderman and ex-mayor of the city of Leeds, and the leader of the local Conservative party, and was carried unanimously, declaring that "as it has not yet been definitely ascertained whether the matter of registration of title

under the Land Transfer Act has been a success or a failure, this meeting deems it highly inexpedient that any further area should be subjected to the operation of these Acts until some competent authority, after holding a sufficiently full and independent inquiry, shall report in favour of such a course." This expression of the views of a representative meeting of Yorkshiremen ought to have some weight with the Lord Chancellor; but we must warn our Yorkshire friends that it is not likely to receive the least consideration, and that the only mode of producing any effect on the powers that be is through the agency of the Conservative associations throughout the county. It is to be hoped, in the meantime, that a report of the meeting will be forwarded to every county councillor in Yorkshire.

IT MIGHT reasonably be supposed that the law would afford an effective remedy to a taxpayer or a ratepayer who discovers that he has paid more than was legally due from him. But his remedy is not always clearly defined. The general rule of law is that money paid under a mistake of fact may be recovered back, though the party paying had at the time the means of knowledge, or had once had such knowledge but had forgotten the facts at the time of payment. And there is nothing to prevent an action to recover the money from being brought within six years after the date of the payment, though the delay would require explanation. But in the case of the Income Tax Acts, no claim for repayment of duty is allowed unless it is made within three years next after the end of the year of assessment to which the same relates. If the claim is rejected, the claimant has to proceed by petition of right instead of the more familiar proceeding of an action at law. The Crown, on the other hand, has a summary remedy to recover the amount of any duty which has been assessed, and does not appear to be subject to the Statutes of Limitation. In the case of rates claimed under the Poor Law and other statutes, there is great difficulty in obtaining the return of money paid on account of an assessment which is afterwards shewn to be illegal or excessive. There is no express provision for refunding in the Acts, and payments under a rate which has been quashed as void can only be claimed to be taken on account of the next effective rate. In recent cases, where the occupier was liable under the Public Health Act, 1875, to be rated to the general district rate in the proportion of one fourth part only of the net annual value of the property, he was assessed, and paid the rate, on the full annual value. And the point was taken that the local authority, having received the money under a mistake, not of fact, but of law, were not liable to refund it. Without wishing to suggest anything which might promote idle and vexatious claims against taxing authorities, we think that where it is clear, as between man and man, that the person who has made a payment is entitled to a return of the money, some effective machinery should be provided for the purpose of affording him relief.

WE PRINT elsewhere a letter raising a question as to liability of an agreement to stamp duty when it is executed by a company under seal, although by an individual it would require to be under hand only, and is in fact executed under hand by the other party. If both parties execute the same document, we take it to be clear that the execution by one party under seal withdraws the instrument from the category of an "agreement under hand only" and makes it liable to the 10s. stamp, and this, we understand, our correspondents would not contest. And if a duplicate were required, since this would be executed by both parties in the same way, it would be stamped with 5s., just as though it were the duplicate of a deed. But, in the case put by our correspondents, the agreement is engrossed in two parts, and then one is executed under seal by the company, and one is signed by the other party. It is contended that, while the one executed by the company must bear 10s., that signed by the other party is an agreement under hand only which is sufficiently stamped with 6d. We must confess, with regret, that we think the Somerset House authorities were justified in refusing to take this view. As a matter of substance, the one document was a counterpart of the other, and



since the part executed by the company was bound to incur a stamp of 10s., the other part was liable, on the footing of being a counterpart, to a stamp of 5s. And on the words of the schedule to the Stamp Act, the result seems to be the same. It is difficult to describe the part signed by the individual as being "an agreement under hand only." An agreement assumes that there are two parties, and although there may, of course, be a good agreement where only one party binds himself in writing; yet where both parties have done this by executing separate documents, the two together then form the complete agreement, and it is hardly feasible to speak of one part as an agreement under hand only, when it is but the complement of an agreement of which the other part is under seal. There is also, in the view taken by our correspondents, the anomaly that two parts of the same agreement would fall under distinct heads for purposes of stamp duty.

THE RECENT decision of KEKEWICH, J., in *Van Praagh v. Everidge* (W. N. 1902, 103), is of considerable importance. In that case the defendant, who was rather deaf, attended a sale by auction, and bid for a property at Hampstead under the impression that he was bidding for another lot which consisted of a property at Ashstead. The Hampstead property was knocked down to the defendant, who, on discovering his mistake, at once repudiated the transaction and refused to sign a contract. KEKEWICH, J., granted specific performance against the defendant, on the ground that it was a case of unilateral mistake which had not been contributed to by the plaintiff, but the learned judge seems to have admitted that his judgment was inconsistent with the decision of Lord LANGDALE in *Malins v. Freeman* (2 Keen. 25), approved by Lord ROMILLY in *Swaileland v. Dearsley* (29 Beav. 434). KEKEWICH, J., relied on the statement in paragraph 765 of Fry on Specific Performance, but it is submitted that this passage has really no application, for Sir EDWARD FRY is there dealing with unilateral mistake in the construction of a written contract. The principle is well established that it is no defence to say that, though the defendant understood what the words of the agreement were, he was under a mistake as to their legal effect, unless, of course, such mistake was induced by the plaintiff: see *Powell v. Smith* (L. R. 14 Eq. 85), *Stewart v. Kennedy* (15 A. C. 108), *Wilding v. Sanderson* (1897, 2 Ch. 534). Again, it is not, as a rule, a good defence that the defendant was under some misapprehension as to the value, nature, or extent of the property sold, unless such mistake was contributed to by the plaintiff: *Tamplin v. James* (15 Ch. D. 215). But it seems questionable how far this last mentioned principle applies when there is a mistake *in toto* as to the subject-matter of the contract, which in Scotch law is known as an "error in substantialia"—e.g., where a person agrees to purchase Whiteacre under the mistaken belief that he is agreeing to purchase Blackacre. In *Stewart v. Kennedy* (1897, 2 Ch., at p. 550) LINDLEY, L.J., said: "A mistake as to the meaning of the words used may be accompanied by another mistake as to the subject-matter dealt with by the contract; and if the parties are not *ad idem* as to the subject-matter about which they were negotiating, there is no real agreement between them." The learned judge then refers to *Hickman v. Berens* (1895, 2 Ch. 638) (in which KEKEWICH, J., was reversed by the Court of Appeal) as a recent illustration of this principle. Applying this principle, it is difficult to see how it can be said that the parties were *ad idem* in the case of *Van Praagh v. Everidge*, and if it be clear that there is no consensus, what may have been written or said becomes immaterial.

THERE ARE many reported cases upon the liability of an employer for false imprisonment by his servant. The latest of such cases is *Line v. The Royal Society for the Prevention of Cruelty to Animals*, tried before WALTON, J., this week. It appears from the reported evidence that an inspector of the society had given the plaintiff into custody on an absolutely unfounded charge of cruelty to a horse. The constable took the plaintiff to the police station, where he was charged by the society's inspector, but the officer on duty refused to take the

charge, and the society did not attempt to justify the imprisonment. They relied, however, upon the defence that their servant, the inspector, was not acting within the scope of his authority. Now, cruelty to animals is not a felony, and therefore a person can only be arrested for the offence under the powers given by statute. These are contained in section 13 of the Cruelty to Animals Act, 1849, from which it appears that a constable only may arrest an offender, but that he may do so, either upon his own view of the cruelty, or upon the information of any other person who gives his name and address. If, however, he acts upon the information of another, it has been held that he must first satisfy himself, by seeing the animal or otherwise, that cruelty has been committed. No other person than a constable may arrest, though anyone may make a complaint to a constable of what he has seen. To give a man into custody, however, is far more than making a complaint, and amounts to imprisonment. Hence the inspector had acted outside any power given to him or his employers by statute. It was proved, however, that the society advised their inspectors "in flagrant cases" to give "the offender into the custody of a policeman." The learned judge, therefore, held that the inspector had acted within the scope of his authority as defined by his employers, and that, therefore, they were liable in damages. They evidently left it to his discretion to determine what was a flagrant case, and they were answerable for the misuse of that discretion, even though they had no right to give it to him at all.

THE LAW seems to be clear as to the liability of employers in such circumstances, where, as in the recent case, an express authority can be proved. Where, however, a plaintiff seeks to shew that in arresting him the servant was acting under the implied authority of the defendant, the matter becomes more difficult. Most of the cases on the subject have been against railway companies. It seems to be well established that wherever a company has power to arrest for certain offences, a servant entrusted with supervision who, without express authority, arrests a person whom he accuses of some one of those offences, is presumed to be acting within the scope of his authority; and the company is answerable for his mistake or want of discretion. But there is no implication of authority where the servant arrests in a case where the company itself has no power to arrest. Thus in *Goff v. Great Northern Railway Co.* (30 L. J. Q. B. 148) the plaintiff was arrested by a porter, by the orders of a superintendent, on an unfounded charge of travelling without a ticket and with intent to avoid payment. It was held that the company was liable, as it must be presumed that all officers in authority on a railway have power to determine whether a person shall be arrested for fraud on the company. In this case, if the charge had been well founded, the company had power to arrest. But it is different where the company has no power to arrest. Thus in *Poulton v. London and South-Western Railway Co.* (L. R. 2 Q. B. 534) a station-master arrested the plaintiff for refusing to pay for the carriage of a horse in charge of which he was travelling. This the company had no power to do; and it was held that no authority could be implied to the station-master, and that the company were not liable. Again, in *Walker v. South-Eastern Railway Co.* (L. R. 5 Q. B. 640) the plaintiff had been arrested by a constable in the company's service some time after the conclusion of a scuffle on the company's premises. The constable was expressly authorized to interfere in any fight in order to stop it. It was held that he had exceeded his authority by arresting the plaintiff after the fight was over, and that the company was not liable. When authority is implied evidence may be given rebutting presumption. But wherever the servant of a company is found exercising authority which the company might properly entrust to him, he will be presumed to be acting within the scope of his authority, in the absence of strong evidence to the contrary. In such cases the company is responsible for the mistakes of their servant.

IN THE introduction which Master MACDONELL has prefixed to the Civil Judicial Statistics for 1900, which have just been published, he speaks of the figures for the five years then ended as

telling of "fixed habits, stability, and routine in regard to litigation." In 1896 there was one case begun for every 25, and one case heard for every 75 inhabitants. In 1900 the proportions were much the same. But it is to be remembered that the figures by which he reckons include county court cases, which are in number far in excess of all other kinds of litigation. The proceedings begun in the Chancery Division in 1900 were 7,495, a decrease of 182 on 1899; and in the King's Bench Division 74,742, an increase of 3,677. The number of actions heard in the two divisions in 1900 are entered respectively as 970 and 3,595, the former figure shewing an advance of 81 on the previous year, the latter being practically stationary. The county courts shew a much higher proportion of work done to proceedings begun, the number of proceedings begun being, for 1900, 1,195,530, and actions heard, 421,814. Neither figure shews any substantial variation from those of the preceding year.

SOME INTERESTING particulars are given by Master MACDONELL with reference to costs in the Privy Council and the House of Lords. The costs in the former tribunal are, he says, by no means so high as is generally alleged; instead of being as much as £500, a figure often named in discussions on the subject, the average costs, even as brought in, were only about half as much. A table is given shewing, with respect to all bills of costs taxed during the year, the amount brought in, the amount allowed, and the percentage taxed off. The total of all bills was £24,489 brought in and £20,573 allowed, the percentage taxed off being 16. The average of the bills was—amount brought in £266; allowed £224. In the House of Lords the costs were considerably heavier. The total of bills brought in was £28,949; allowed £20,535; the percentage taxed off being 29. The average for each bill was £499 brought in and £354 allowed. Master MACDONELL states that he is informed that the amount of the costs of House of Lords appeals is due chiefly to the brief fees allowed to counsel. In one bill where the amount brought in was £2,336, a sum of £1,360 was charged for brief fees to two counsel, and was reduced to £1,000 on taxation. The hearing occupied eleven days. From these figures it is a great drop to the costs of workmen's compensation cases in the Court of Appeal, which Master MACDONELL puts at an average for £50 for each party. In two cases which were before him the amounts were £48 and £46 as brought in, and £44 and £37 as allowed.

A TABLE has also been prepared by Master MACDONELL with a view to shewing the effect of the summons for directions in reducing the number of applications in the King's Bench Division. By 1900 the system had been in operation for three years, and a comparison of the proportion of summonses to writs for those three years with the previous years shews that under the former practice there was for the three years an annual average of 43,082 summonses in chambers to 68,278 writs, or a proportion of 63.10 per cent., and for the three years from 1898 to 1900 an annual average of 42,445 summonses to 70,707 writs, or a proportion of 60.03 per cent. The decrease of summonses would seem, therefore, to be about 3 per cent., no very great result of a change which was intended to be revolutionary. The figures of a further table dealing with the division of actions between special and common juries and a judge alone do not, says Master MACDONELL, "confirm the impression that trial by jury is on the decline; but they shew the growing preference for special juries, obtained generally at the request of defendants."

IN THE RECENT case of *Economic Life Assurance Society v. Osborne* (1902, A. C. 147) the House of Lords have rejected the argument that a judgment on a covenant in a mortgage deed merged the mortgage debt in the judgment for all purposes, so that from the date of the judgment interest would run as against the mortgaged property at the rate of 4 per cent. as on a judgment, and not at the rate of 5 per cent. as provided by the mortgage deed. Most lawyers would think that the point was incapable of argument, and Lord DAVEY expressed his surprise that such a question could possibly be raised in any court. There have, indeed, been various cases in which the covenant has

been held, as in *Ex parte Fewings* (32 W. R. 352, 25 Ch. D. 338), to be merged in the judgment, so as to restrict the mortgagee to 4 per cent. interest; but these, as Lord DAVEY shewed in detail, were cases in which the mortgagee was prosecuting his personal remedy against the mortgagor, and as regards such personal remedies they may well be merged in the judgment, although the mortgagee is not thereby deprived of his right against the security. Moreover, although the covenant for payment of the principal money may be merged in the judgment, the covenant for payment of interest after default will still operate so as, upon the construction of the whole deed, to give the mortgagee the right to retain his security till he has been paid interest at the agreed rate. Such, accordingly, was the effect of the decision of the House of Lords.

#### ON TITLE TO LEASES GRANTED UNDER THE SETTLED LAND ACTS.

THE decision of the Court of Appeal in *Re Handman and Wilcox's Contract* (1902, 1 Ch. 599) furnishes an instructive illustration of the difficulties which may arise upon dealings with a lease which purports to have been granted under the Settled Land Acts. In 1891 a building lease of vacant land at Ealing was granted by HAYNES, a tenant for life, under the powers of the Act of 1882, to NYE for a term of ninety-nine years at a rent of £1, and the lessee covenanted, within the space of six months from the date of the lease, to erect certain buildings at a cost of £200. This covenant was not performed and NYE became bankrupt. In 1890 his trustee in bankruptcy sold the lease by auction to HANDMAN for £150, and in July, 1890, HANDMAN agreed to sell to WILCOX for £195. In the investigation of title WILCOX made the following requisition: "Having regard to the fact that the lease is now sold for £195, it must be shewn that the rent reserved was the best rent that could reasonably be obtained"; but with this requisition HANDMAN failed to comply, and the purchaser took out a summons asking for a declaration that a good title had not been shewn, and for the return of a deposit of £20 which he had paid. The evidence on the summons was conflicting, but, according to the report, it shewed that the lease was in fact granted at less than the best rent that could reasonably be obtained, the lessor having accepted the rent of £4 in consideration of the waiver by the lessee of a personal claim for damages against him. It further appeared by an affidavit of HANDMAN, which was uncontradicted, that he had no knowledge of this fact, and, in answer to the objection of inadequacy of rent, he set up the plea of purchase for valuable consideration without notice. BUCKLEY, J., held that the lease, not being granted in accordance with the statutory requirement as to rent, was voidable, and that it could be avoided at the instance of the beneficiaries, as well against transferees as against the original lessee. Hence the vendor was not entitled to the benefit of his plea, and the purchaser was not bound to take the title. In the Court of Appeal it was left undecided whether the lease was void or only voidable, and it was considered that in the latter case the plea of purchase for value without notice might be good; but inasmuch as the plea depended on the question of fact, whether HANDMAN had or had not notice, it was held that the title was not one which would be forced upon a purchaser.

Under section 7 (2) of the Settled Land Act, 1882, a lease granted under the Act must "reserve the best rent that can reasonably be obtained, regard being had to any fine taken, and to any money laid out, or to be laid out, for the benefit of the settled land, and generally to the circumstances of the case." The statutory requirement that the best rent shall be reserved is similar to the condition always inserted in powers of leasing, and its practical effect has been frequently considered. The surest sign that the lessor has obtained such rent is that he has secured the same benefit for his successors as for himself. "There is," said Lord ELDON, C., in *Montgomery v. Charteris* (5 Dow, p. 344), "but one criterion which our courts always attend to as a leading criterion in discussing the question whether the best rent has been got or not—that is, whether the man who makes the lease has got as much for others as he has



for himself; if he has got more for himself than for others, that is decisive evidence against him; the court must see that there is reasonable care and diligence exerted to get such rent as, care and diligence being exerted, circumstances mark out as the rent likely to be produced." And the same authority, after repeating this opinion in the *Case of the Queensberry Leases* (1 Bligh, p. 428), added: "We may trust to the inclination of mankind in general to get as much as they can get, and if the tenant for life provides for those who are to take after him as he has provided for himself (to be sure he may be under mistake as to them and as to himself, and he may take too little, but it is not very likely that he should expose himself to that mistake, or willingly take too little), this throws a burden on those who mean to quarrel with such a lease, to prove that there was in the transaction that want of ordinary prudence which shews an inattention to the prescribed terms on which he was to grant the lease. *Prima facie* a lease has always been held to be good against remaindermen which made for them the same provision as for the tenant for life; and I believe, in ninety-nine cases out of a hundred, that is the safe principle of decision." Similarly, in the earlier case of *Dos v. Radcliffe* (10 East, 278), the King's Bench refused to set aside a lease on the ground of inadequacy of rent, although it appeared that offers of a higher rent had, at the time, been made to the tenant for life. There was no evidence that he had not acted *bona fide*. He had not taken any fine or other consideration for the lease, and he had, it was pointed out, a manifest interest to get the best rent which, under all the circumstances, and having due consideration to the ability and good management of the tenant, could reasonably be obtained. The court added that, in the choice of a tenant, there were many things to be regarded besides the mere amount of the rent offered.

The Settled Land Act, 1882, as we have seen, contemplates that a fine may properly be taken, and by section 4 of the Act of 1884, such a fine is to be deemed capital money arising under the Act. But where money paid to a tenant for life is in fact a bribe, the lease cannot be supported by treating it as a fine, and making the lessee indemnify the remaindermen against the failure of the tenant for life to account for it. This was the effect of the decision of STIRLING, J., in *Chandler v. Bradley* (45 W. R. 296; 1897, 1 Ch. 315), where a sum of twenty guineas had been paid by the lessee to the tenant for life, without notice to the trustees, to induce him to grant the lease. The money was never intended, said the learned judge, either by the lessee or the lessor, to be a fine constituting capital money under the Act; it was from first to last intended to be a payment for the benefit of the lessor personally, and of no one else, and it could not be turned into a fine for the purpose of validating the lease. And of course a lessee who acts in such a manner puts himself outside the protection of section 54 of the Act of 1882, under which a lessee, dealing in good faith with a tenant for life, is, as against all parties entitled under the settlement, to be conclusively taken to have given the best rent that could reasonably be obtained by the tenant for life.

In the present case it would seem that, on the facts as stated above, the requirement that the best rent must be obtained was not complied with, and so it was held, both by BUCKLEY, J., and the Court of Appeal. Although there was no direct payment to the lessor as in *Chandler v. Bradley* (*supra*), yet the lessor gained a personal advantage in the waiver by the lessee of his claim for damages. And the lessee, just as in the last-named case, was not protected by section 54. Was this initial defect in the lease, then, one which was fatal to it throughout, and was incapable of being cured in the hands of assignees taking for value and without notice? As already stated, BUCKLEY, J., treated the lease as voidable only, yet even on this footing he held that the defect was necessarily attached to the lease. "If," he said, "the lease was not granted for the best rent it is voidable, and the beneficiaries can say so against the transferees as well as against the original lessee. Otherwise the lease might go on during the life of the tenant for life, and when the remaindermen came into possession they would be told that although the tenant for life had granted a lease which was not for the best rent, and was, therefore, bad, yet the property had so changed hands that they could not recover it."

This view of the law, if we may say so, is what would naturally suggest itself as correct. The plea of purchase for value without notice may well avail a person who has acquired an estate in property which is in itself perfect, although it might, but for the plea, be liable to be postponed to some prior interest. But a voidable lease is not of this nature. Whether the assignee knows of the circumstances which make it voidable or not, yet there is an inherent defect in the property against which he cannot protect himself. It is not a mere question of being postponed, but, upon the lease being avoided, his interest is altogether gone. Having regard, however, to the judgments of the Court of Appeal, all this must now be regarded as open to doubt. It is necessary first to determine whether the lease is void or only voidable. "If," said STIRLING, L.J., "the lease was void, as the purchaser contends, then the title of the vendor is bad. If the lease was voidable only, as is contended on behalf of the vendor, then the title might be supported on the ground that the vendor was a purchaser for value without notice."

In this state of affairs it would have been interesting to know whether the lease was in fact void or voidable, and in the latter case, whether a purchase without notice would bar the avoidance. It would seem, indeed, that a lease, not complying with the statutory requisites, is void after the death of the tenant for life who grants it. This is so with regard to a lease granted by a tenant for life apart from the statute, and a lease, purporting to be granted under the statute, but not in fact well granted, stands on the footing of a common law lease by the tenant for life. And the language of the authorities is that a lease purporting to be granted under a power, but not satisfying the requirements of the power, is void against the remaindermen: *Dos v. Cavan* (5 East, 567); and see per Lord ELDON, C., in the *Case of the Queensberry Leases* (1 Bligh, p. 428). But how this may be, and whether the lease if voidable is validated on coming into the hands of a purchaser without notice, the Court of Appeal did not decide. The decision went upon the point that, if the plea of purchase was available, yet it depended on a doubtful question of fact, whether HANDMAN took without notice, and the title therefore would not be forced on a purchaser. The decision assumes that section 54 of the Act of 1882 only applies when the original lessee has taken the lease in good faith. It does not protect a transferee taking in good faith from a lessee who knew that the statutory requirements had not been complied with. The case shews that it behoves the purchaser of a lease under the Settled Land Acts to scan carefully the circumstances attending the grant of the lease, and not to trust to any supposed validity which it may derive from subsequent dealings.

#### THE BRISTOL ASSIZES OF A.D. 1221.

THE actual bulk of the records that Mr. WATSON has edited\* is small; some twenty pages contain the whole; but this is no measure of the importance and interest of the volume, the greater portion of which is occupied by an introduction dealing minutely with the period of the records, and bringing before the reader a vivid picture of the circumstances under which they were produced. The roll of the Bristol Assizes of 1221 takes us back, as Mr. WATSON points out, to the very beginning of English jurisprudence. "To realize the age of the document one need only remember that the first appearance of Bristol in written history is senior to it but one hundred and seventy years; that Domesday Book was compiled only one hundred and thirty-six years before; . . . that the extreme limit of legal memory carries us but thirty-two years further back; that the earliest recorded plea preceded it only thirty years; and that forty years were to pass before BRACON wrote his monumental legal treatise." And in those early days criminal assizes were by no means of frequent occurrence. Civil assizes were more in request, and one of the demands made of JOHN by the barons in 1215 was that he should send two justices through each county four times a year for the trial of possessory actions, such as the assize of novel disseisin. But a general eyre was a different matter, for this meant the levying of exactions for the enrichment of the king's exchequer as well as the repression of crime, and there were other methods by which the

\* Pleas of the Crown for the Hundred of Swinhead and the Township of Bristol, taken at Bristol before Simon Abbot of Reading, Randolph Abbot of Evesham, Martin Fatechull, John of Monmouth, Ralph Hareng, and Robert Lexington, Justices Itinerant, in the fifth year of the reign of King Henry the Third, A.D. 1221. By Edward James Watson, F.R.Hist.S., F.R.S.L. Bristol: W. Crofton Hemmons.

latter object could be attained. One case, a presentment of which occurs on the rolls now edited, looks very much like lynch law. "Three women were slain in their house at Barton Regis by evil-doers. It was not known by whom. But subsequently eleven thieves were taken and hanged, and confessed they did the deed." Such is the record on the roll, but how this summary justice came to be inflicted does not appear, and at any rate it was an unsatisfactory substitute for the criminal assizes which in the latter half of the thirteenth century were, it seems, limited to one in seven years. It is not surprising that Mr. WATSON concludes that "after making the fullest allowance for local administration of justice, and in spite of the few who managed to get burnt, hang'd, or beheaded, the thirteenth century was by no means a bad time for criminals."

How long a period had elapsed since the last Bristol assizes previous to 1221 is doubtful, and Mr. WATSON puts it at anything from five to seventeen years. Certainly none had been held in Gloucestershire—the borough of Bristol was then situate entirely on the Gloucestershire side of the River Avon—since HENRY III. became king, for the writ for the eyre referred to the previous one as having been held in the time of JOHN. In July 1221, however, a strong body of judges came to Bristol to try the pleas of the Crown. One of the happier parts of Mr. WATSON'S introduction is that in which he sketches the careers and characters of the members of the tribunal. At their head was SIMON, tenth Abbot of Reading, who seems to have been equally ready at managing his abbey, taking charge of Devizes Castle, and going on circuit. "A careful man of business and a shifty one, mending his houses at Wichebury with the timber of twenty sturdy oaks, given him by the king, out of the New Forest." Also it is noted that he drew eight marks in advance for his expenses of this circuit. Another abbot—RANDOLF of Evesham—came next. He declined the proffered honour of the See of Worcester, and represented his abbey at the Council of Lateran in 1216, one result of which appears to have been to discountenance, and ultimately to abolish, the barbarous system of trial by ordeal. His commission of 1221 was, says Mr. WATSON, his only judicial appointment. Third in the list was the great MARTIN PATESHULL, a lawyer who received BRACON'S highest praise, and whose avidity for work was the terror of his colleagues. One justice who was appointed to go on circuit with him wrote praying "that he might be excused the office on the ground that MARTIN was strong, and in his labour so sedulous and practised that all his fellows . . . were overpowered by him, for every day he worked from sunrise until nightfall." Mr. WATSON'S sketch of him is well worth quoting: "Imbued with a fiery enthusiasm, his life was spent in the saddle and on the bench. Scarcely a year passed without his name appearing in a commission. The king's enemies feared him. They knew that if they fell on evil days, and MARTIN tried them, justice would be done no matter at what cost. A dangerous man to rebels this, and one that must be silenced. During FALKES DE BREAUTE'S outbreak in 1224, BRAYBROOK the judge was captured and imprisoned, MARTIN barely escaped. But, undaunted, he sat at Dunstable and convicted FALKES of thirty-five acts of disseisin." After the custom of the times he was an ecclesiastic, and in 1227 he held benefices in Northumberland and the archdeaconry of Norfolk. Two years later he was made dean of St. Paul's, and as such died in 1229.

In addition to these, there was JOHN of Monmouth, a baron holding large estates in Gloucestershire and the adjacent counties, who was high in favour both with JOHN and HENRY III., and was the holder of numerous offices; RALPH HARENG, churchman, judge, and soldier; RALPH MUSARD, who was trusted for some part of her long imprisonment with the custody of ELEANOR, sister of the unfortunate Prince ARTHUR; being sheriff of Gloucester at the time of the assize, he was debarred from sitting as a judge in that county; and ROBERT LEXINGTON, also churchman, judge, and soldier, who has left a letter to HURBERT DE BURGH giving details of his proposed attack on the rebel WILLIAM of Aumale, against whom he had been sent, and who rivalled his colleague MARTIN PATESHULL in his zest for work. "Not content with working hard as a judge six days in the week, he must needs go and sit so often on the seventh day that the matter became a grave scandal." These seven judges, all of skill in practical affairs, and with PATESHULL among them not likely to go wrong in law, were commissioned to open the assizes at Worcester on the day after Trinity Sunday. Thence they went to Gloucester, Bristol, Hereford, Worcester again, Warwick, Leicester, and Shrewsbury. Why Bristol, which was not a county town, had a separate assize is not clear. Mr. WATSON suggests that civil and criminal business were taken at the same time, and as civil pleas had to be taken within the borough walls, it was found expedient to deal there with pleas of the Crown as well. The hundred of Swineshead, which was adjacent to Bristol on the Gloucester side, was also allowed the privilege of having pleas heard at Bristol instead of at the more distant town of Gloucester, and an entry to this effect heads the roll. The first business at the eyre was the election of twelve knights or freeholders for each hundred, who had to answer the articles of the eyre for the hundred—that is, they

had to furnish information respecting felonies, debts to the king, weights and measures, treasure-trove, chattels of Jews who had been slain, and other matters. This required time—a week or more was not an unusual allowance—and exactness was indispensable, any error in a presentment being punished by fine.

The answers to the articles of the eyre form the basis of the proceedings which are recorded in the roll of the eyre. To a large extent the entries relate to accidents or to crimes in respect of which no one is under arrest. Nos. 6 and 7 of those for the hundred of Swineshead furnish an example of each class: "6. A certain man was drowned in the Frome. No one is suspected. Judgment: misadventure. 7. Three women and three boys were slain in their house at Winterbourne by evil-doers. It is not known by whom. No one is suspected. Judgment: misadventure." The second "misadventure" is, as Mr. WATSON points out, obviously a mistake of the entering clerk, and the conclusion of the entry shows that the fine payable by the hundred when a person was slain and the slayer not produced was exacted. Of the ten entries relating to Swineshead, two are cases of accidental death and eight of murder. One of the murder cases was that, already referred to, of the killing of three women at Barton Regis, for which eleven thieves were hanged. In another the murderer was known, but he had fled, leaving the members of his frank-pledge liable to be fined. In the remainder no one was suspected and justice could not be done. On the whole, the eyre for Swineshead seems, according to the roll, to have accomplished very little. The entries for Bristol are instructive. Here again nearly all are concerned with cases of death—some few by misadventure, the greater number by murder; but in general the murderers are known, and the details as to their fate bring into relief various matters of ancient criminal procedure. To the institution of frank-pledge, under which the population were divided into groups answerable collectively for each member of the group, reference has just been made, but according to one entry (No. 18) the jurors said that there was no frank-pledge in Bristol. Other entries refer to the alternative procedure under which a man might be in the mainpast (*de manupastu*) of some magnate who was therefore responsible for his good conduct. In general the culprits, even when known, are not in custody, and all that the court can do is to outlaw them. A note states that at Gloucester on this eyre the justices inquired into about 330 cases of homicide, and as a result one man was mutilated, about fourteen were hanged, and about 100 were outlawed. The Northumberland assize roll for 1256 records seventy-seven murders; seventy-two of the murderers escaped with outlawry, one abjured the realm, and only in four cases did the felons receive their just punishment.

It was competent for a criminal who had taken refuge in a church to save his life by the process just mentioned of abjuring the realm. An instance occurs in No. 26 of the Bristol entries. A murderer had been arrested by order of the Constable of Bristol. He escaped from the jail, took sanctuary in a church, and afterwards abjured the realm. A graphic account of the matter is given by Mr. WATSON: "The criminal might name the port from which he was to pass to another country. Dressed in pilgrim's garb—bare-footed, bare-headed, ungirt, and clothed only in his shirt, and in his hand a wooden cross, the warrant of Holy Church—he was compelled to journey in the king's highway, deviating only in case of great necessity or for a night's lodging, never delaying anywhere for two nights, and refraining from entertaining himself, so that he might reach the port by the appointed day. Arriving there, he was to cross the sea as soon as he found a ship unless delayed by the weather. No ship being obtainable, each day he had to wade into the sea up to his knees or his neck to shew that, although willing, he was unable to cross. He had to sleep on the beach, and if he failed to sail by the appointed time it became necessary to find fresh sanctuary." The entries touch also upon other matters—such as deodands and the chattels and mortgages of Jews—which are adequately explained by Mr. WATSON (with a reference as to the Jews to the fuller information obtainable in the recent volume of the Selden Society on the Pleas of Jewish Exchequer), and at the close of the roll there are complaints as to the irregularities in the dues exacted by the Constables from merchants. Appended is a list of the various amercements or fines imposed in Swineshead and Bristol—a summary, in fact, of the pecuniary results of the eyre. Altogether the records, and Mr. WATSON'S comments, form a welcome addition to the store of antiquarian legal research which has been accumulating of recent years.

The announcement, says the *Westminster Gazette*, that the Reader of the Temple Church, the Rev. S. S. Alexander, will vacate his post in October, awakens interest in this ancient office. The Reader has to preach on Sunday afternoons, and is paid £400 a year, with the privilege of being invited, like the Master of the Temple, to the banquets on grand nights. The two honourable societies of the Inner and the Middle Temple have the right of appointment in turn, and as Mr. Alexander was nominated by the Middle Temple, his successor will be appointed by the Inner.



## REVIEWS.

## PRACTICAL LEGISLATION.

**PRACTICAL LEGISLATION: THE COMPOSITION AND LANGUAGE OF ACTS OF PARLIAMENT AND BUSINESS DOCUMENTS.** By Lord THRING, K.C.B., late Parliamentary Counsel. John Murray.

This treatise was written so far back as 1877, when it was published as a pamphlet by the Stationery Office, and subsequently, as Sir Courtenay Ilbert in his admirable and more comprehensive work on "Legislative Methods and Forms," published last year, says, the instructions in it "have been very generally followed, and have tended materially to improve the style and arrangement of statutes." The pamphlet has been for some time out of print, and is now, says Lord Thring, "republished with the consent of the Government with an introduction and with certain alterations required by recent legislation." A Parliamentary draftsman almost from his professional birth, and officially such for twenty-six years, an original member (and the only surviving one) of Lord Cairn's "Statute Law Committee," and the legal father of such important statutes as the Merchant Shipping Act, 1854, the Parliamentary Representation Act, 1867, and the Irish Church and Land Acts of 1869, 1870, and 1881, the author possesses an experience of his subject absolutely unique. "Whatever deficiencies," as he modestly puts it, "may exist in the treatise, they are at all events not due to ignorance or want of experience."

The division of an Act into parts (an improvement first introduced by Lord Thring himself from America in the case of the Merchant Shipping Act, 1854), the selection of words, the proper mode of dealing with our English "want of an adjectival inflexion," the order of sections, the reconciliation (where possible) between logical and political antagonism of arrangement, consolidation, preambles, short titles, marginal notes—upon each of these and many other parts of his subjects, information and instruction of the greatest use are here given by the man most qualified of all living men to give them. Five leading rules are enunciated, as that, "Procedure and matters of detail should be set apart by themselves, and should not, except under very special circumstances, find any place in the body of the Act"; it is laid down that "whatever deviation may be allowed in the arrangement of principles and heads of law as between themselves, the essential conditions of an Act of Parliament are that every principle and every head of law should be separated from every other principle and head of law, and should form the subject of a separate enactment or set of enactments"; and lawyers and draftsmen are reminded that "the greater number of Acts of Parliament contain rules of conduct to be observed by illiterate persons." We regret, however, to observe the great concession to the political element of the legislative machine in the matter of preambles and interpretation clauses. We read that "it is not, as a general rule, advisable to enunciate the principle of an Act in a preamble, as the opponents of the Act are sure to select it as a battle-ground instead of dividing on the actual provisions of the Act," and definitions, which (as in the Public Health Act, 1875) logically come at the beginning, are for Parliamentary reasons allowed to be placed (as since 1875 we believe they have always been placed) at the end of an Act; though the wise suggestion is made that the definition clause might with advantage be postponed, as a preamble is, until the whole of a Bill is gone through and afterwards—we presume, by a rearrangement of sections—relegated to its proper position.

Turning to the additions which must have been made since 1877, we find frequent and proper mention of the Interpretation Act, 1889 (which is printed in the Appendix); a pretty good, but not quite sufficient, treatment of legislation by reference, with an extract from the scathing criticism of it by the late Lord Coleridge and Mr. Justice Mathew in 1889, in *Knill v. Towse* (38 W. R., at p. 384), and an allusion (which might with advantage have been longer) to the two revised editions of the statutes of which the second stops at 1886. But we are not a little startled to find it stated that "nothing has been done, or perhaps can be done, towards any systematic codification of English law." There have been passed since 1877 the Bills of Exchange Act, "to codify the law relating to Bills of Exchange, Cheques, and Promissory Notes," and the Sale of Goods Act of Mr. Chalmers, and the Partnership Act of Sir Frederick Pollock; and the Marine Insurance Bill of Mr. Chalmers, introduced by the late Lord Herschell, and long since ripe for the statute book, has been taken up by the Lord Chancellor in the present Session. If these measures are not at least steps towards codification, what are they? We think, too, that it is a mistake to illustrate from repealed Acts such as the Bankruptcy Act of 1869, and after the laborious piling up of 2,076 new short titles by Parliament in 1896, it is a pity that an expert should write of "33 Geo. III. c. 13," instead of the "Acts of Parliament (Commencement) Act, 1793."

But all these slips are more than atoned for by the interesting glimpses into *la haute politique* afforded by the new introduction, where we read of Mr. Gladstone's understanding and revising every word

of a Bill, and even settling the marginal notes; of Mr. Disraeli's intuitive perception of what would pass the House of Commons; and of Lord Granville's intervention in a discussion about putting "one short clause" disestablishing the Irish Church "at the commencement" of the Bill of 1869, with his "Had you not better pay attention to the draftsman's suggestions?" "Whereupon," adds our author, "Mr. Gladstone gave way, and the proposed clause appeared at the beginning of the Bill."

In conclusion, we cannot help regretting the absence of a recommendation that the memorandum should be uniformly published (as it frequently has been of recent years) as a preface to the Bill, and the occurrence of a depreciation of criticism on draftsman's work by "every Lyncurus and Solon sitting on the back benches" while a Bill is passing, and by "armed dignitaries" after it has passed. Prefatory memoranda could not fail to clear up many difficulties for the benefit of the legislator, and a standing order absolutely requiring them—signed perhaps by the draftsman whose name etiquette does not allow to be coupled with an Act—might, with advantage, be passed by each House of Parliament forthwith. How much better we should all be off if the present Education Bill had such a memorandum! As for criticism, an Act of Parliament should be judicially treated as a friend, not as an enemy; but too much criticism is better than too little. A member of the House of Commons once went so far as publicly to style the Licensing Acts a "mass of unintelligible stuff"; and some seven years ago Lord Salisbury (see *Hansard*, vol. 32 of 4th series, at p. 12) observed in the House of Lords that "for a man to sit down to find out what a Bill meant simply from the Bill itself was to undertake a task as hopeless as interpreting an arrow-headed inscription."

## INCOME TAX LAW AND PRACTICE.

**THE ACTS RELATING TO THE INCOME TAX.** By the late STEPHEN DOWELL, M.A. FIFTH EDITION. REVISED, ALTERED, AND CONSIDERABLY ENLARGED; WITH COMPLETE NOTES, CROSS-REFERENCES, SUMMARIES OF STATUTORY PROVISIONS, DECISIONS, AND SECTIONS ON CROWN LAW AND PROCEDURE AFFECTING THE REVENUE. By JOHN EDWIN PIPER, Barrister-at-Law, Assistant Solicitor of Inland Revenue. Butterworth & Co.

This edition of the late Mr. Stephen Dowell's standard work is, to all intents and purposes, a new publication, which has been undertaken by the direction of the Board of Inland Revenue. Its more or less official character, combined with many excellencies of treatment and arrangement that testify to the laborious industry of the present editor, render it a work of the highest value to which recourse must invariably be had for the solution of all questions concerning the Income Tax Laws and Practice. In an admirable introduction, which, wisely we think, discards some of the archaic (though interesting) matters formerly included therein, a comprehensive survey is taken of income tax legislation, commencing with the Income Tax Act, 1799 (39 Geo. 3, c. 13), while such subjects as the construction to be put upon Taxing Acts, as indicated by decided cases, and privilege and exemption from taxation, are still duly referred to, and a summary is also given of Crown law and procedure affecting revenue. By the aid of this introduction the subsequent contents of the volume are much more readily comprehended. These, it may be mentioned, are not divided into chapters, but comprise a vast number of Acts relating to the income tax and kindred matters, to which useful notes have been appended. In these notes it will be found that reference has been made to practically all decided cases touching the matters dealt with in the present work, though two decisions on the New South Wales Income Tax Act, 1895—namely, *Commissioners of Taxation v. Teece* (1899, A. C. 254) and *Commissioners of Taxation v. Kirk* (1900, A. C. 588), have either escaped the editor's vigilance, or, what is more probable, been purposely omitted by him for good and sufficient reasons. Amongst the very recent cases cited, we notice *London County Council v. Attorney-General* (49 W. R. 686; 1901, A. C. 26), to which frequent reference is made, and where it was held, in the House of Lords, that income tax is one tax and not a collection of taxes essentially distinct, and that there is no difference in kind between the duties assessed under Schedule D and those assessed under Schedule A or any of the other schedules. The tables of contents, statutes, and cases have all been greatly improved, while the index, which now comprises fifty-four pages, instead of twenty-nine, affords ready access to the multifarious contents of the volume.

## APPEALS FROM JUSTICES.

**APPEALS FROM JUSTICES, INCLUDING APPEALS TO SESSIONS; SPECIAL CASES FROM PETTY AND QUARTER SESSIONS; MANDAMUS, CERTIORARI, HABEAS CORPUS, &c.; AND ACTIONS AGAINST JUSTICES OR THEIR OFFICERS. WITH PRECEDENTS OF SPECIAL CASES AND AFFIDAVITS, FORMS OF NOTICES, &c.** By JOSHUA

SCHOLEFIELD and GERARD R. HILL, Barristers-at-Law. Butterworth & Co.

Many and various are the modes by which a dissatisfied party to a matter dealt with by justices may appeal against the decision of these justices. It is often a matter of great difficulty to decide which is the best way of appealing in a particular case; and when the proper way has been selected, it is often exceedingly easy to make some mistake in practice which causes great waste of time and money and renders the proceedings abortive. Therefore, if any legal practitioner has to face the duty of appealing from justices, and if he is not quite conversant with the procedure, we advise him to at once secure a copy of this very moderate sized book and carefully study it. If he then goes wrong, it is not the author's fault. It may not be the practitioner's fault either, for there are many matters which are in a very doubtful state, and which will have to be finally decided at the expense of some unfortunate victim of the law's ambiguities. For example, does *certiorari* lie in respect of proceedings before an annual general licensing meeting? In *Regina v. Sharman* (46 W. R. 367; 1898, 1 Q. B. 578), a Divisional Court decided this question in the negative. But before the time when the House of Lords decided (in *Boulter's case*) that a licensing meeting is not a court, this remedy was commonly granted; and in *Re v. Sunderland Justices* (1901, 2 K. B. 357), the Court of Appeal made it very clear that in their opinion *certiorari* will lie. This and other difficulties are adequately discussed in this book, which gives a very clear and accurate account of the law and practice applicable to each of the various forms which an appeal from justices may assume. Over 800 cases are cited; and in the table of cases an attempt is apparently made to give the references to the various series of reports in which each case may be found. This attempt, however, is only partially successful, and the references are very incomplete. There is a collection of forms and precedents which should prove very useful.

#### PALMER'S COMPANY PRECEDENTS.

COMPANY PRECEDENTS FOR USE IN RELATION TO COMPANIES, SUBJECT TO THE COMPANIES ACTS, 1862 TO 1900. PART I. ARRANGED AS FOLLOWS: PROMOTERS, PROSPECTUSES, UNDERWRITING, AGREEMENTS, MEMORANDA, AND ARTICLES OF ASSOCIATION, PRIVATE COMPANIES, EMPLOYEES BENEFITS, NOTICES, RESOLUTIONS, CERTIFICATES, POWERS OF ATTORNEY, BANKING, AND ADVANCE SECURITIES, PETITIONS, WRITS, PLEADINGS, JUDGMENTS AND ORDERS, RECONSTRUCTION, AMALGAMATION, SPECIAL ACTS, WITH COPIOUS NOTES, AND AN APPENDIX CONTAINING ACTS AND RULES. EIGHTH EDITION. By FRANCIS BEAUFORT PALMER, Barrister-at-Law. Assisted by the Hon. CHARLES MACNAGHTEN, K.C., and FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited).

This edition of Part I. of Mr. Palmer's work has been looked for with much interest by practitioners engaged, or likely to be engaged, in the preparation of articles of association, in order to see in what manner the general form of articles has been revised with reference to the provisions of the Companies Act, 1900. We have tested the revised form in practice, and have found all the necessary clauses—and sometimes also clauses, by way of reminder, which do not in all cases seem necessary—very neatly inserted. The forms necessary for compliance with the regulations of the new Act as to the registration of companies, contracts, mortgages, notices &c., are given in chapter 8, and are accompanied by notes of the practical character characteristic of the author. The forms of Powers of Attorney in chapter 15 have been altered and added to. Altogether, the additions to the work occupy a large space, but room has been found for them by the relegation to the volume known as Part III. of the former chapters relating to debentures and debenture stock; and so the present volume, although bulky enough (it contains 1,696 pages) is still capable of being handled without inconvenience. We anticipate that there are few practitioners concerned with company law who will fail to purchase this new edition.

#### TRADE UNIONS.

THE LAW RELATING TO TRADE UNIONS. A CONCISE TREATISE ON THE LAW GOVERNING INTERFERENCE WITH TRADE, WITH AN APPENDIX OF STATUTES RELATING TO TRADE UNIONS. By D. R. CHALMERS-HUNT, B.C.L., Barrister-at-law. Butterworth & Co.

This work is a very commendable endeavour to discover the real principles which are to be derived from the recent well-known trade union cases of *Allen v. Flood* (46 W. R. 258; 1898, A. C. 1) and *Quinn v. Leatham* (50 W. R. 139; 1901, A. C. 495), and the conspiracy case of *Mogul Steamship Co. v. McGregor* (40 W. R. 337; 1892, A. C. 25). The last-named case settled definitely that a combination of traders to carry on their business in such a way as to drive a rival out of the field is not actionable if done in the pursuit of their own interests.

*Allen v. Flood* settled that the mere fact that an act is done with the malicious intent to injure another, does not make it actionable if apart from such malice it gives no ground of action. And then came *Quinn v. Leatham*, in which, under circumstances by no means calculated to arouse sympathy with the trade union, the effect of combined action, which clearly was intended to injure another, but was not so directly calculated to benefit the persons combining, came into question. Upon this want of adequate interest Mr. Chalmers-Hunt bases the distinction between the *Mogul case* and *Quinn v. Leatham*. In the former, he says, the defendants had no intention to injure the plaintiffs, except so far as the furtherance of their financial interests demanded it; in the latter, "there was an intention to inflict an injury which could not put a penny in the pockets of the persons combining; at least, not through any direct channel readily appreciable by the mind; and with the endless possibilities of cause and effect the law is of course not concerned." But it is not easy to define the interest which will justify conduct in fact oppressive, and *Quinn v. Leatham* is by no means to be taken as a final exposition of the matter. Mr. Chalmers-Hunt has subjected the judgments in these various cases to very elaborate analysis with a view specially to reconciling *Quinn v. Leatham* and *Allen v. Flood*, and lawyers who have studied those judgments will realize the difficulty of a task which has been skilfully accomplished. The book contains, in addition, chapters dealing generally with trade unions and strikes, and special attention is given to the picketing case of *Lyons v. Wilkins* (45 W. R. 19, 47 W. R. 291; 1899, 1 Ch. 255). It is a very useful contribution to the elucidation of a difficult subject.

#### BUILDING SOCIETIES.

THE LAW RELATING TO BUILDING SOCIETIES. WITH APPENDICES CONTAINING THE STATUTES, REGULATIONS, ACT OF SEDERUNT, FORMS OF ANNUAL ACCOUNT AND STATEMENT, AND PRECEDENTS OF RULES AND ASSURANCES. By EDWARD ALBERT WURTZBURG, Barrister-at-law. FOURTH EDITION. Stevens & Sons (Limited).

We are glad to see another edition of Mr. Wurtzburg's treatise on the law of building societies. It has recommended itself in practice as a useful work on a subject of frequent importance, and it is convenient to have it brought up to date. Of recent cases the most striking has been *Thurston v. Nottingham Building Society* (50 W. R. 179; 1902, 1 Ch. 1), in which it was held by the Court of Appeal that a mortgage to a building society by an infant was absolutely void. Notwithstanding that this was only reported during the present year, Mr. Wurtzburg has managed to insert a full statement of its effect in the text. There has been no decision during the last few years rivalling in importance some of the earlier cases, such as *Cunliffe, Brooks, & Co. v. Blackburn Building Society* (33 W. R. 309, 9 App. Cas. 857), on the rights of the parties as to subrogation and otherwise where money has been borrowed by a society in excess of its powers; but there have been several notable cases, such, for instance, as *Re Rumney & Smith* (45 W. R. 678; 1897, 2 Ch. 351), which furnished a useful hint that it is not safe to take a transfer from a building society to an individual, unless the mortgagor joins to give a fresh covenant and fresh powers. The chapter on the officers of the society sets out very well the duties and liabilities of directors, of the secretary, and of the auditors. The liability of the last class of officials depends on several recent leading cases, which are duly referred to. A series of appendices gives the Building Societies Acts and much information of practical use in the formation and management of building societies.

#### EQUITY.

A MANUAL OF THE PRINCIPLES OF EQUITY. A CONCISE AND EXPLANATORY TREATISE INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. FIFTH EDITION. Geo. Barber, Office of the "Law Students' Journal."

The doctrines of equity, notwithstanding that they are assumed to flow from natural justice, form perhaps the most difficult department of law for the student, and in an exposition of them clearness and conciseness of style are chiefly to be aimed at. Both of these qualities are conspicuous in Mr. Indermaur's useful manual, which has now reached a fifth edition. In the five years or so which have elapsed since the last edition there have been numerous decisions of great importance bearing on the subject, and these have been carefully incorporated. Specially noteworthy are the series of cases referred to on p. 175, including *Biggs v. Hodkinson* (47 W. R. 84; 1898, 2 Ch. 307) and *Noakes v. Rice* (50 W. R. 305), which have established that a mortgagee is not debarred from securing a collateral advantage, provided it does not prevent the mortgagor from getting the property back again clear of all claims by the mortgagee when he redeems. The principles relating to specific performance are neatly stated and Mr. Indermaur has included a reference to the recent case of *Lever v. Kofler* (49 W. R. 506; 1901, 1 Ch. 543), which dispelled the notion



that specific performance would not be granted of a tenancy from year to year. The chapter on administration—a subject of much importance both to the student and the practitioner—has, the author states, been to a great extent re-written, and the appendix includes the Trustee Act, 1893, and the Judicial Trustees Act, 1896, with an epitome of the rules under the latter Act. The book should hold its own among the current works on equity.

#### POOR LAW STATUTES.

THE POOR LAW STATUTES, COMPRISING THE STATUTES IN FORCE RELATING TO THE POOR AND TO GUARDIANS, OVERSEERS, AND OTHER POOR LAW AUTHORITIES AND THEIR OFFICERS. FROM ELIZABETH TO END OF VICTORIA. WITH NOTES AND CASES. By JAMES BROOKE LITTLE, Barrister-at-law. VOL. III. Shaw & Sons; Butterworth & Co.

The third volume of this very useful collection of statutes completes the work, and Mr. Brooke Little has more than fulfilled the promise of the title, for this volume includes two Acts of the present reign, the last being the Births and Deaths Registration Act, 1901. It also contains the Distress for Rates Act, 1849, which was omitted in error from its proper place in the preceding volume. The same care which marked the earlier volumes is traceable in the present one, and the author is to be congratulated on the successful termination of a very laborious task. Some of the Acts dealt with have been already treated in certain well-known books on local government and rating, but we know of no such complete collection of the statutes relating to the poor law proper. The notes are concise and well-written, and they bring the case-law up to date. The general index, a most important adjunct to a work of this nature, is full and well arranged, and the whole work will be of undoubted value both to lawyers and to those who are engaged in the practical administration of the poor law.

#### CHEQUES.

THE LAW RELATING TO CHEQUES. By ERIC R. WATSON, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited); Effingham Wilson.

According to the Bills of Exchange Act, a cheque is "a bill of exchange drawn on a banker payable on demand," but though in general a cheque is governed by the same principles as a bill of exchange, it has in practice and in law a position of its own, and Mr. Watson has in a series of some hundred propositions digested the law and has added appropriate comments and illustrative cases. Few points on the subject have excited so much remark as the decision in *Young v. Grote* (4 Bing. 253) that a banker is not liable for paying a forged cheque where the forgery was facilitated by the customer's conduct. In that case, it will be remembered, the customer had signed cheques in blank, and though this may frequently be convenient, yet banks seem to have a right to insist that it should be at the customer's risk. Mr. Watson argues in favour of the decision, and, as applied to cheques, we imagine it is clear law, though in *Schofield v. Earl of Lonsborough* (1896, A. C. 514) it was held to be inapplicable as between the acceptor and holder of a bill of exchange. Several decisions have turned on section 82 of the Bills of Exchange Act, 1882, which protects a banker who receives payment of a crossed cheque for a customer, and in addition to the decision of the House of Lords in *Great Western Railway Co. v. London and County Bank* (1901, A. C. 414), Mr. Watson has managed to include the quite recent cases of *Gordon v. London, City, and Midland Bank* and *Gordon v. Capital and Counties Bank*, under which it seems a bank loses the benefit of the section if it adopts the practice of crediting cheques to the customer's account before collection. The book has been written with judgment and care.

#### BOOKS RECEIVED.

The English Reports. Vol. XIX.: Privy Council VIII., containing Moore, Indian Appeals, vol. 6 to 10 William Green & Sons, Edinburgh; Stevens & Sons (Limited). Price 30s. net.

Questions and Answers from the "Justice of the Peace," connected with Local Government, Public Health, Poor Law, Poor Rate, Licensing and the General Duties of Magistrates, extracted from the "Practical Points" columns of Volumes 41 to 60 inclusive of the "Justice of the Peace" covering the twenty years 1877-1896, revised and modified as rendered necessary by subsequent legislation and decisions. Edited by C. E. ALLAN, M.A., LL.B., Barrister-at-Law, assisted by H. G. CALTHROP, B.A., M. CAMPBELL-JOHNSTON, F. J. COLTMAN, C. E. DYER, LL.M., T. FRANCIS HOWELL, M.A., LL.M., W. E. LLOYD, B.A., and J. C. SWINBURNE-HANHAM, Barristers-at-Law. Shaw & Sons; Butterworth & Co.

Outlines of Criminal Law, Based on Lectures Delivered in the University of Cambridge. By COURTNEY STANHOPE KENNY, LL.D., Barrister-at-Law, University Reader in English Law. Cambridge University Press.

The Articled Clerk's Guide to the Intermediate Examination as it at Present Exists on Stephen's Commentaries on the Laws of England, containing a Complete Course of Study, with Notes and Test Questions on the Entire Work, Lists of Statutes, and a Complete Selected Digest Compiled from the Questions and Answers Hitherto Set at the Examinations on those Parts of Stephen's Commentaries now Examined, Embracing Eighty-five Examinations up to and Inclusive of the Examination in January, 1902. Intended for the Use of all Articled Clerks who have not yet Passed the Intermediate Examination. By CHARLES THWAITES, Solicitor. Stevens & Haynes.

New York State Library: Bulletin 69, December, 1901. Legislation 15. Comparative Summary & Index of Legislation in 1901. Albany: University of the State of New York.

New York State Library (Melvil Dewey, Director). Bulletin 72. March, 1902. Legislation 16. Review of Legislation, 1901. Edited by ROBERT H. WHITTEN, Ph.D., Sociology Librarian. Albany: University of the State of New York.

#### CORRESPONDENCE.

AGREEMENT WITH COMPANY ENGROSSED IN DUPLICATE.

[To the Editor of the Solicitors' Journal.]

Sir,—We recently prepared an agreement between an individual and a company. The agreement was engrossed in two parts, one part being signed by the individual and the other part sealed by the company. The agreement is one which only requires a 6d. stamp if under hand. The two parts of the agreement were presented for stamping together, the part signed by the individual to be stamped 6d., and the part sealed by the company to be stamped 10s. The office stamped the part sealed by the company 10s., and returned the other part with a memorandum stating: "Presumably this agreement is the counterpart of one, under seal, forwarded in same envelope as this, and therefore it requires 10s. or 5s., and denoting." Is this correct? W. & S.

May 27.

[See observations under "Current Topics."—ED. S. J.]

#### THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—May I be allowed to trespass on your columns for the purpose of inviting my brother members of the Incorporated Law Society to express an opinion as to whether the time has not arrived to ask the "powers that be" to make some change in the style, title and constitution of the representative body of the solicitor branch of our profession.

It has struck me that the words "Law Society" very badly express the present object and functions of our governing body. One of its principal functions now is the examination of students intended for admission to the roll of solicitors, and it also has (very properly, I think) undertaken the teaching of students, but there is nothing in the word "society" which to my mind in the least indicates any such thing. I venture to think it is entitled to the appellation of "college" every bit as much as the College of Surgeons and the College of Physicians; its examining and teaching functions being, as I understand, much on the same footing as theirs.

My suggestion is that steps should be taken to obtain the necessary powers to convert our "society" into the "Royal College of Law," and that upon passing the Final Examination for admission to the roll the student should become a member of the college, a prescribed fee being payable on admission to membership, and an annual fee thereafter, such fees to be appropriated entirely by the college. I would also suggest that members should be eligible for election to fellowships upon certain conditions as in the case of the Royal Institute of British Architects.

I venture to think that the alterations I have suggested are not impracticable, and if carried out can but have the effect of adding to the strength, dignity and influence of our governing body, and also, I hope, of attracting to it those who now hold aloof, thinking that its membership is of little or no importance.

A MEMBER OF THE INCORPORATED LAW SOCIETY.

May 24.

It is announced that Mr. Justice Barnes, who is suffering from a slight indisposition, and is at present on the Continent, will resume his seat in court on Monday next.

## CASES OF LAST SITTINGS.

## Court of Appeal.

BRADSHAW v. WIDDRINGTON. No. 2. 15th May.

LIMITATION STATUTES—MORTGAGE—PAYMENT OF INTEREST BY PERSON LIABLE TO THE MORTGAGOR TO PAY—REAL PROPERTY LIMITATION ACT, 1874 (37 &amp; 38 VICT. c. 57), s. 8.

This was an appeal from a decision of Buckley, J. (reported 49 W. R. 698). On the 1st of October, 1879, James E. Bradshaw mortgaged the "Fair Oak" estate to the trustees of the will of Sir E. Cust to secure the repayment of a sum of £5,171 14s. 6d. and interest at 4 per cent. James E. Bradshaw borrowed the money for his son William Bradshaw, to whom it was immediately paid over. On the same day William Bradshaw executed in favour of his father a bond to secure the repayment to him of the money lent—that is to say, the principal money due under the mortgage and interest at 4 per cent. Cartmell Harrison, of the firm of Birch, Ingram, & Harrison, acted as solicitor for all parties, and the deeds were left in his keeping. In the books of the firm until 1885 William Bradshaw was treated as paying the interest on the mortgage to his father J. E. Bradshaw, and the Cust trustees as receiving it, although J. E. Bradshaw in his account was not treated as receiving it from his son. After 1885, and down to 1892, in his account William Bradshaw was treated as paying the interest direct to the Cust trustees. William Bradshaw was not called as a witness to explain the transaction. Buckley, J., concluded that as between his father and himself William Bradshaw was liable to pay the interest, and that there was a special arrangement between them that the son, having had the money, should keep down the interest upon it. In September, 1887, James E. Bradshaw died, leaving William Bradshaw and Harrison his executors. In October, 1892, William Bradshaw paid Harrison the mortgage money. The money appeared in the books of the firm as a credit on the account of William Bradshaw. Harrison misappropriated the money and never paid it to the Cust trustees. In the books the trustees were treated as having had the money, and they continued also to be treated as receiving from time to time the interest due upon it. The interest was in fact paid to the Cust trustees by Harrison down to 1898 or 1899. In 1899 Harrison committed suicide. Part of the Fair Oak estate was conveyed to Colonel J. E. Bradshaw in 1884 in exchange for other land which he gave to his father, and he had purchased the remainder from the trustees of his father's settlement. In both cases he bought without knowing of the Cust mortgage, and the property was expressed to be conveyed free from incumbrances. Harrison acted as solicitor for Colonel Bradshaw in these purchases, and the deeds remained in his hands. After the death of Harrison the Cust trustees gave notice to Colonel Bradshaw to pay off the mortgage, and that in default they would sell the property. Thereupon Colonel Bradshaw brought the present action for a declaration that their right to the mortgage was extinguished, and for an injunction to prevent them selling the property. The trustees counterclaimed for payment of the mortgage money, or foreclosure, or sale. Buckley, J., gave judgment in favour of the trustees both in the action and on the counterclaim. The plaintiff appealed.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ) dismissed the appeal.

COLLINS, M.R.—Dealing with the uncontested facts of this case, how does the matter stand? You have a mortgage created, you have interest paid upon it up to a period within the Statute of Limitations by a person who is admitted to have been the solicitor for the mortgagor himself and afterwards for his trustees, and you have the payment admittedly received as and for a payment under this mortgage by the mortgagees. That seems to me to be sufficient to justify the mortgagees in saying that there has been a continuous payment of interest by a person who *prima facie* has been the proper person to pay it to persons who have received it under the mortgage. That throws the onus of proof on the plaintiff, and the question is whether he has discharged that onus by shewing that these payments were made under such circumstances as not to be payments by the mortgagor within the Statute of Limitations. If the case rested there, it seems to me that the plaintiff would have no answer, because he elected not to call the person now living who knows most about this matter—viz., Mr. William Bradshaw. Having elected not to call Mr. William Bradshaw, he now objects to the admissibility of the accounts kept by Mr. Harrison which purport to shew the whole history of these financial dealings. It seems to me that the plaintiff cannot advance one step in this case without going into those accounts. Therefore I think that this decision might be firmly rested quite apart from anything in those accounts, but as the plaintiff, though trying to keep them out, has himself relied on some of the facts in them, I think it better to deal with them. First, as to the admissibility, having regard to what took place at the trial, I do not think the plaintiff is now in a position to contest the admissibility of these accounts. Now, having said that, I propose to refer to the extract from the bill book kept by Mr. Harrison, which bears an entry "Received on account of costs of loan, 24th November, 1879, £150." That is a clear entry against interest, and I do not think it can be contended that this bill book is not admissible in evidence. But when once you get it in evidence it really tells the whole transaction out of which this mortgage arose, and without going through the entries in detail it seems to me that the fair and inevitable inference to be drawn from them is that the money was borrowed for the purposes of the son, Mr. William Bradshaw, by the machinery of Mr. James E. Bradshaw, the father, giving a mortgage upon his own property. It is admitted that the payment of interest was made by Harrison throughout, and by the executors Harrison and William Bradshaw after the death of the testator. If that money was

paid by the person William who had come under the obligation evidenced by the bill, how can that be said to be a payment not by the mortgagor? It is a payment which was made under an obligation imposed by the bargain between the parties that William should pay. Now the payment must be such a payment as founds the inference that the mortgagor acknowledges the security as a still subsisting security. That is the meaning of saying that the statute only runs from the time of payment. It does not say in terms in the Act that it is to be a payment by the mortgagor, but it obviously implies, and the cases have established, that it must be such a payment as will operate as an acknowledgment by the mortgagor of the subsistence of the security. Now, whether the person who pays has the obligation imposed on him by law as a legal agent, or whether you have him appointed to pay under some arrangement with the mortgagor himself, so long as he pays with the assent, express or implied or imposed, of the mortgagor that seems to me a payment that keeps alive the liability of the mortgagor, being in point of law an admission by him of the subsistence of the security. It seems to me that you have that element exactly in this case if it is inferred as a fact, as I have no hesitation in inferring, that the arrangement at the inception of this mortgage was that the money was borrowed for the purposes of the son, and that as between the father and the son the son was the real debtor and the father the surety. Then the plaintiff says that these entries shew that the mortgage was paid off, and though it was not in point of fact paid off and interest continued to be paid by William, he contends that this entry indicates, at any rate, some arrangement whereby the father understood that it either had been paid off or that arrangements were going to be made to pay it off, which justified him in thinking that he might, as he did, convey the estate to the plaintiff free from incumbrances. But though these entries are admissible, they are like every other evidence, to be simply taken for what they are worth. They do not become absolutely unimpeachable because they are admitted as evidence. Knowing as we do that Mr. Harrison had falsified his books, where the entries are inconsistent with other facts that cannot be disputed we must accept the inference that they cannot be relied upon. The plaintiff contends that if we admit these accounts at all we are bound to accept them absolutely and for all purposes and without qualification. I do not agree to that at all. They are only evidence, and they are to be weighed as every other evidence is weighed, according to probabilities and according to the admitted facts, and where they, or some particular entry, do not agree with those, they or it must be rejected. If you take this particular entry it does not accord with the admitted facts, and it seems to me, therefore, that that particular piece of evidence is displaced. Then it is said that the payment by William can only be relied on as taking the case out of the statute upon the inference that it is done with the assent of the mortgagor, and if the mortgagor is under the impression that the mortgage was paid off, that gets rid of any implied assent or admission on his part that the security is still subsisting. He regarded it as at an end, and you cannot draw from any payment by William the inference that the father assented to the security being kept alive. But that point cannot be maintained if you once assent to the view I take, and which Buckley, J., took, of the original arrangement for the mortgage loan. William came under a liability to his father to pay the interest and the principal so long as the mortgage subsisted. The obligation continued upon him so long as the mortgage deed subsisted, whether the father thought it subsisted or not, and a payment by him under those circumstances would by virtue of the contract with his father be a payment which would enure as a payment in relief of the mortgage. That contract would survive although the mortgagor was dead. Therefore it was obligatory upon William as between himself and the estate after the death of the mortgagor to keep alive the mortgage and to pay the interest as he did pay it, although his father might at one time have been under the impression that the mortgage had been paid off. Therefore it seems to me that you get a payment which has all the essentials to make it an admission by the mortgagor that the mortgage still subsists. Then the plaintiff raises another point. He says, "Here you have a payment by a person after the death of his father, and it is a payment by a person who, although he was executor, still continued to be what he was before"—that is to say, the person for whom the money was really borrowed—"and no payment made by him can have any more force or effect than if he had not been executor at all." No doubt after the father's death the position was changed. The father was not there to be taken to make personally the admission involved in a payment made by his son of the interest, but there were his representatives, the executors, who would be just as much bound as the father would have been if he had been alive. The executors could make the admission, and could make the payment, and *a fortiori*, if they were bound by the contract made by the testator as his representatives, they were bound by that to assent to what was done in carrying out that contract by the other party to it. The other difficulty arises from the fact that the other party to the contract, William, was himself executor, but it was competent for William and Harrison as executors to stand in the shoes of the testator, and approve of that which has been done by one of them in carrying out the bargain of the original loan. Therefore it seems to me that the payment by William when he was executor is exactly on the same footing as the payment by William before his father died, and therefore was a good payment to take the case out of the statute. It is not necessary to go into the cases, but *Levin v. Wilson* (11 A. C. 639) covers the position which I find, as a fact, was the position of the father and the son in relation to this mortgage. For these reasons I think that the judgment of Buckley, J., was right and that this appeal ought to be dismissed.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSELLORS, H. Terrell, K.C., and K. Wood; Birrell, K.C., and G. Henderson; Astbury, K.C., and Farrer. SOLICITORS, Hunter & Haynes; Nicholl, Manisty, & Co. [Reported by J. I. STIRLING, Esq., Barrister-at-Law.]



## High Court—Chancery Division.

SWEET v. THE BISHOP OF ELY. Joyce, J. 13th and 16th May.

ECCLESIASTICAL LAW—VICAR—JUDICIAL SEPARATION FROM WIFE—PERSISTENT CRUELTY—VICAR DEPRIVED OF PREFERMENT BY BISHOP—VALIDITY OF BISHOP'S DECLARATION—MATRIMONIAL CAUSES ACT, 1878 (41 & 42 VICT. C. 19), s. 34—CLERGY DISCIPLINE ACT, 1892 (55 & 56 VICT. C. 32), s. 1, SUB-SECTION 1 (d) (e)—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. C. 39), ss. 4, 5, 12—INTERPRETATION ACT, 1889 (52 & 53 VICT. C. 63), s. 38.

This was a motion by the Vicar of Cowlinge, in the county of Suffolk, to restrain the Bishop of Ely and a churchwarden of the parish of Cowlinge from interfering with the plaintiff's enjoyment of the preferment of Cowlinge, and from instituting any other person into the preferment, or from treating as valid, or acting upon, a declaration made by the bishop that the said preferment was vacant. The patrons of the living, the Fellows and Scholars of Trinity Hall, Cambridge, were also joined as defendants, but the plaintiff's claim was substantially against the bishop, who had made a declaration under the Clergy Discipline Act, 1892, that the living was vacant, and against the churchwarden, who, acting on the bishop's declaration, had given the plaintiff notice to quit the vicarage. It appeared that the plaintiff was married in the year 1880, and became vicar of Cowlinge in the month of February, 1891. On the 28th of January, 1902, a separation order was made under the Summary Jurisdiction (Married Women) Act, 1895, against the plaintiff, by the Newmarket justices at petty sessions, upon the application of the plaintiff's wife, upon the ground of his persistent cruelty to her. The plaintiff made no appeal against this order, which had accordingly become "conclusive." In consequence of these proceedings, on the 7th of March, 1902, the Bishop of Ely, acting, or purporting to act, under section 1 of the Clergy Discipline Act, 1892, declared the living of Cowlinge vacant, and the churchwarden thereupon took possession of the church, and prevented the plaintiff from having access thereto, and gave him notice to quit the vicarage. The plaintiff thereupon commenced these proceedings, alleging that the declaration made by the bishop was invalid and unauthorized. The question of validity turned upon the construction of several Acts of Parliament, the effect of which are shortly as follows: By section 4 of the Matrimonial Causes Act, 1878, it is provided, in effect, that if a husband shall be convicted, summarily or otherwise, of an aggravated assault (as defined by section 43 of the Offences Against the Person Act, 1861) upon his wife, the court or magistrate may order that the wife be no longer bound to cohabit with her husband, and such an order has the force and effect in all respects of a decree for judicial separation on the ground of cruelty. Section 1 of the Clergy Discipline Act, 1892, provides (*inter alia*) that if either (d) an order for judicial separation is made against a clergyman in a divorce or matrimonial cause, or (e) a separation order is made under the Matrimonial Causes Act, 1878, then after the date at which the order becomes conclusive the preferment (if any) held by him shall, without further trial, be declared vacant by the bishop. By section 12 of the Summary Jurisdiction (Married Women) Act, 1895, section 4 of the Matrimonial Causes Act, 1878, is repealed; but section 4 of the Act of 1895 re-enacts its provisions, and further provides that any married woman whose husband shall have been guilty of persistent cruelty to her, and shall by such cruelty have caused her to leave and live separately and apart from him, may apply to a court of summary jurisdiction for an order under the Act; and section 5 provides that the court may make an order containing (amongst others) a provision that the applicant be no longer bound to cohabit with her husband, which provision, while in force, is to have the effect in all respects of a decree for judicial separation upon the ground of cruelty. Section 38 of the Interpretation Act, 1889, provides that where any Act repeals and re-enacts, with or without modifications, any provisions of a former Act, references in any other Act to the provisions so repealed shall, unless the contrary intention appears, be construed as references to the provisions so re-enacted. It was argued for the plaintiff that the Clergy Discipline Act, 1892, gave power to the bishop to deprive a clergyman of his living in cases where a separation order was made against him upon the grounds of an "aggravated assault" committed by him upon his wife, but upon that ground only, and that it was not a proper mode of interpretation to say that the same penalty could ensue now in cases such as the present one merely because the Legislature had, in a subsequent Act, given power to separate husband and wife on various other grounds, including persistent cruelty, which did not involve moral culpability on the part of the clergyman nor unfitness for his office; and they contended that section 4 of the Summary Jurisdiction (Married Women) Act, 1895, was not a re-enactment "with or without modifications" of section 4 of the Matrimonial Causes Act, 1878, within the meaning of section 38 of the Interpretation Act, 1889. The defendants argued that even if the provisions in the Act of 1895 were not a re-enactment of section 4 of the Act of 1878, yet that the bishop could make the declaration under section 1, sub-section 1 (d), of the Clergy Discipline Act, 1892, as the proceedings before the Newmarket justices were made "in a divorce or matrimonial cause."

JOYCE, J., after stating the facts, said that it should be observed that the Matrimonial Causes Act, 1878, did not authorize a separation order to be made upon the alternative or additional ground of persistent cruelty (which was introduced by the Summary Jurisdiction (Married Women) Act, 1895), but only upon the ground of a conviction for an aggravated assault. Section 4 of the Act of 1878 was repealed by the Act of 1895, under which the order in the present case was made. His lordship then read section 38 of the Interpretation Act, 1889, and said that the bishop

was advised that, by virtue of that section, the reference in the Clergy Discipline Act to the Matrimonial Causes Act, 1878, must now be construed and treated as a reference to the Summary Jurisdiction (Married Women) Act, 1895, so as to require the bishop, for the purposes of the Clergy Discipline Act, 1892, to treat the separation order just as if it were a separation order under the Matrimonial Causes Act, 1878. The bishop had accordingly proceeded to declare the preferment vacant. In his lordship's opinion this view of the law, which the bishop had acted upon, could not be maintained. His lordship could not regard the provision in the Summary Jurisdiction (Married Women) Act, 1895, which authorized the making of a separation order on the ground of persistent cruelty, as a re-enactment, or part of a re-enactment, with modifications, of the provisions in section 4 of the Matrimonial Causes Act, 1878, enabling a separation order to be made upon the ground of conviction for an aggravated assault. The defendant's main contention was that the separation order made in the present case was an order for judicial separation in a divorce or matrimonial cause, within section 1, sub-section 1 (d), of the Clergy Discipline Act, 1892. Although it was quite clear from section 5 of the Summary Jurisdiction Act, 1895, that the provision in a separation order made under that Act, that the applicant be no longer bound to cohabit with her husband, had the effect of a decree of judicial separation upon the ground of cruelty, yet it could not be said that it was an order for judicial separation, and at all events such an order made by justices—even if a cause at all, was not, in his lordship's opinion, an order for judicial separation made in a divorce or matrimonial cause, the jurisdiction in which was now vested in one of the divisions of the High Court. If the separation order in the present case was rightly described as an order for judicial separation in a divorce or matrimonial cause, *a fortiori* would this have been the case with a separation order made under section 4 of the Matrimonial Causes Act, 1878. But if such were the view of the Legislature, sub-section 1 (e) of section 1 of the Clergy Discipline Act, 1892, would be wholly unnecessary. These statutory enactments must be strictly construed, and under the circumstances his lordship found himself compelled to hold that the declaration made by the bishop was unauthorized and invalid. The plaintiff was therefore entitled to an injunction, but execution would be stayed for three weeks, so that the services of the church should not be interfered with and to give the defendants an opportunity to appeal should they be so advised. As to the costs, the bishop had made a very pardonable mistake as to the law, if it were a mistake, so the parties must pay their own costs.—COUNSEL, E. Clayton; Diddis, K.C., and J. G. Talbot. SOLICITORS, Ruston, Clarke, & Ruston, for A. H. & R. Ruston, Newmarket; Lea, Bolton, & Lea; Cole & Jackson, for Francis, Francis, & Collin, Cambridge.

[Reported by C. B. CANN, Esq., Barrister-at-Law.]

## Solicitors' Cases.

Re A SOLICITOR. Div. Court. 16th May.

ALLEGED PROFESSIONAL MISCONDUCT—BAIL—INDEMNIFICATION OF PERSON GIVING IT.

This application raised, among other questions, a novel question as to the responsibility of a solicitor who either indemnifies, or promises to indemnify, bail. In this case the Committee found that the solicitor allowed the surety for the accused (a client of his), to become aware, when he consented to become bail, that the prisoner's wife had placed or left £50 in the hands of the solicitor to indemnify bail, and they reported that it was improper conduct in a solicitor to indemnify bail. For the society it was contended that a contract to indemnify bail is an illegal contract, and that a solicitor, who is an officer of the court, ought not to be party to any such proceeding. The true view as to bail was expressed by Lord Esher in *Hermann v. Jechner* (33 W. R. 603, L. R. 15 Q. B. 561) that the surety was bound at his peril to see that the order of the court was obeyed, but if money to the amount for which the surety is responsible is deposited with him as an indemnity against any loss he may sustain by reason of his principal's conduct, the surety has no interest in taking care that the condition of the recognizance is performed. The following cases were also cited: *Dicus v. Warner* (3 Dowl. 812), *Consolidated Exploration and Finance Co. v. Musgrave* (48 W. R. 298; 1900, 1 Ch. 37). For the respondent it was contended (1) that the offence was not borne out by the evidence, and (2) on the authority of *R. v. Broome* (18 L. T. 19) that no offence was committed in indemnifying bail. In that case it was ruled that it was no objection to bail that the bail was indemnified on or in behalf of the prisoner.

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) upheld the report.

LORD ALVERSTONE, C.J., after stating the facts, said: In dealing with the matter I wish, first, to express my opinion that if a solicitor is party to a bargain whereby a surety is indemnified against the consequences of his being bail, so that in fact he has no responsibility, and affords no safeguard whereby the person for whom security is given will be before the court, that is unprofessional conduct, and in the event of it being established that the solicitor was really party to such a transaction to the full extent, if I may use the expression, the punishment ought to be by no means nominal. In this case we are justified in taking the view that the tribunal did not find the solicitor guilty of the full measure of professional misconduct, but it is impossible to overlook the fact that he was a party to the arrangement for procuring the money to be placed in his hands for the purpose indicated by the committee. This conduct is such that a professional man should not be capable of, or party to, and the solicitor must pay the whole of the costs here and before the Incorporated Law Society.—COUNSEL, F. M. Hollams; Runciman, K.C., and Abinger.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

## LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The following are the award: of the council upon the Trinity examination held in Lincoln's-inn-hall on the 12th, 13th, 14th, 15th, and 16th of May. L.I. means Lincoln's-inn, I.T. Inner Temple, M.T. Middle Temple, and G.I. Gray's-inn:—

## FINAL EXAMINATION.

## Class I.

## Certificates of Honour.

E. Cockle, G.I.  
Gordon Hewart, I.T.  
\*H. Knight, M.T.

H. L. Tobbs, G.I.  
F. M. Wheatley, M.T.

\*Studentship of 100 guineas a year, tenable for three years.

Note.—The studentship would have been awarded to Mr. Cockle had he not been disqualified by age.

## Class II.

Abdullatif C. Abdullatif, G.I.  
S. E. Downing, L.I.  
T. J. M. Greenfield, L.I.  
M. J. Harnedy, L.I.  
B. H. Headley, M.T.  
G. H. J. Hurst, L.I.  
R. L. Jones, I.T.  
S. G. Knox, M.T.  
J. W. Neill, L.I.

R. Nixon, G.I.  
H. R. Palmer, M.T.  
Jwala Prasad, L.I.  
W. N. Baeburn, M.T.  
W. B. Trickett, M.T.  
J. Walker, L.I.  
R. Wason, M.T.  
E. A. S. Watt, I.T.

## Class III.

Ahsan-ul-Haq, L.I.  
S. Amir Ali, I.T.  
S. Mustafa Ali, M.T.  
Ali H. M. Anwer, G.I.  
E. L. Atkinson, M.T.  
Alban F. L. Bacon, I.T.  
Amin C. Bahree, L.I.  
P. M. Beachcroft, I.T.  
R. E. Bellios, I.T.  
E. S. M. Bell, I.T.  
Jebangir H. Bhabha, L.I.  
F. R. Bomanji, G.I.  
Sudhamu M. Bose, G.I.  
E. G. Boyle, I.T.  
G. R. Brigstocke, I.T.  
B. F. Carnegie, M.T.  
C. T. Carr, I.T.  
H. T. Cawley, I.T.  
Amiya N. Chaudhuri, L.I.  
L. P. Cipriani, I.T.  
G. H. Coke, M.T.  
L. F. Crane, M.T.  
H. N. Devenish, L.I.  
C. Erle, I.T.  
W. J. Evans, G.I.  
J. J. Fenelon, M.T.  
F. L. V. Fildee, I.T.  
J. H. Garrett, M.T.  
J. R. C. H. Geddes, I.T.  
Akshaya K. Ghose, I.T.  
Hem C. Ghose, G.I.

T. De la G. Grissell, I.T.  
Satish C. Gupta, G.I.  
J. C. Healy, G.I.  
I. M. Henderson, L.I.  
F. M. Horne, G.I.  
T. M. Hunter, I.T.  
Mohammed W. Hyder, M.T.  
T. S. Jevons, I.T.  
Matilal C. Kamodia, G.I.  
A. C. Lawrence, M.T.  
J. L. Le Conte, M.T.  
R. A. Maude, M.T.  
W. G. Maxwell, I.T.  
Chote Nal, I.T.  
B. K. Naug, G.I.  
Mureshwar V. Navalkar, I.T.  
E. G. Peake, L.I.  
H. G. Pearson, I.T.  
G. H. Pickering, I. T.  
G. P. Pillai, M.T.  
S. T. Raj, G.I.  
Sant Ram, L.I.  
H. W. Sconce, I.T.  
C. W. W. Surridge, I.T.  
Jamshed K. Tarachand, G.I.  
E. H. Tindal-Atkinson, M.T.  
H. C. Tripp, M.T.  
E. De van Wetton, M.T.  
C. B. Wyld, I.T.  
C. E. Yearwood, I.T.  
Shaikh M. Yehya, M.T.

Examined, 102; passed, 81.

Two candidates were postponed until the Hilary examination, 1903.

BARSTOW LAW SCHOLARSHIP.—Abdullatif Camrudin Abdullatif, Gray's Inn.

## ROMAN LAW.

## Class I.

E. Cockle, G. I.

T. Cuthbertson, I.T.

## Class II.

H. J. P. R. Belloc, G.I.  
C. F. Du Crecz, M. T.  
L. A. R. M. d'Univerville, M.T.  
F. I. Gomez, M.T.  
J. C. Gwynn, I.T.

Abou-el-Magd Ibrahim, I.T.  
S. F. Isitt, M. T.  
W. Jago, L.I.  
H. L. Kidd, M.T.  
D. N. Nabarro, I.T.  
C. E. Seton, L.I.

## Class III.

J. P. C. Bhattacharji, G. I.  
F. J. Bishop, L.I.  
G. F. Bower, I.T.  
Hon. R. H. Brand, I.T.  
H. Brownword, I.T.  
E. R. Cotingham, I.T.  
B. P. Dobson, I.T.  
D. Edwards, G.I.  
G. M. Gathorne-Hardy, I.T.  
J. E. K. Hall, I.T.  
J. C. Hannah, I.T.  
C. Hartree, L.I.  
D. H. J. Hartley, M.T.

J. S. Herbert, M.T.  
A. W. Just, G.I.  
A. E. Lopez, M.T.  
L. F. I. Loyd, I.T.  
J. G. Lyons, M.T.  
P. T. Marshall, I.T.  
N. C. Mehra, L.I.  
F. B. Merriman, I.T.  
H. E. Monroe, L.I.  
R. K. Naug, G.I.  
H. A. A. Nicholls, L.I.  
B. H. Nichols, G.I.  
N. J. W. O'Shaughnessy, I.T.

R. T. L. Parr, I.T.  
E. J. Parry, G.I.  
C. S. Powers, I.T.  
F. R. Senanayeke, L.I.

A. B. Voules, I.T.  
V. B. Wills, M.T.  
R. Woodward (junr.), I.T.  
E. H. Young, L.I.

The number examined was 73, of whom 47 passed.

One candidate was postponed until the Hilary examination, 1903.

## CONSTITUTIONAL LAW AND LEGAL HISTORY.

## Class I.

R. P. Hills, I.T.

## Class II.

L. H. Elphinstone, L.I.  
Abul Hakim, G.I.  
P. H. Hanson, M.T.  
S. Shahid Hosain, M.T.  
H. C. Marks, I.T.  
L. Solomon, L.I.  
F. G. Stevens, I.T.

## Class III.

C. G. Alabaster, I.T.  
Syed A. Azhar, M.T.  
G. W. Bailey, I.T.  
C. C. Barker, L.I.  
F. M. S. Bowen, G.I.  
T. Bower, L.I.  
C. L. Burrows, L.I.  
A. Cheron, L.I.  
G. S. Churchill, I.T.  
F. A. Clinch, M.T.  
L. C. Cox, I.T.  
B. L. Dorman, I.T.  
J. Dunbar, L.I.  
M. F. Elahi, L.I.  
C. B. R. Ellis, I.T.  
A. W. Fenton, M.T.  
G. W. Garraway, L.I.  
E. L. L. Gibbon, I.T.  
E. F. Goodhart, I.T.  
C. F. R. Gubbins, I.T.  
J. A. W. Hadden, I.T.  
J. C. Healy, G.I.

F. M. Hillier, L.I.  
A. H. S. Howard, I.T.  
G. O. Kingsbury, M.T.  
J. B. Lincoln, I.T.  
J. G. Lyons, M.T.  
A. S. H. Maclean, M.T.  
A. H. Marshall, G.I.  
F. W. C. Moss, I.T.  
J. W. Orr, M.T.  
N. S. Reyntiens, I.T.  
B. R. Sawhny, L.I.  
R. J. Silley, G.I.  
A. R. Singh, L.I.  
L. R. Thomas, M.T.  
C. Waley-Cohen, I.T.  
J. Walker, L.I.  
E. L. Watt, I.T.  
C. G. Whyte, I.T.  
H. S. Wood-Smith, L.I.  
J. M. St. J. Yates, I.T.  
C. E. Yearwood, I.T.

The number examined was 82, of whom 59 passed.

## EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

## Class I.

E. Cockle, G.I.

J. M. Holms, I.T.

## Class II.

A. C. Abdullatif, G.I.  
R. H. M. B. Atkinson, M.T.  
G. W. Bailey, I.T.  
F. A. Cole, M.T.  
B. L. Dorman, I.T.  
W. Dudley-Ward, I.T.

P. G. Hastings, M.T.  
W. E. Jardine, M.T.  
W. P. Michelin, M.T.  
J. G. Trapnell, I.T.  
A. K. Turner, M.T.  
R. A. Williams, I.T.

## Class III.

Murtaza, Ali, L.I.  
H. H. Blake, L.I.  
A. W. Bodeker, M.T.  
D. Botry-Pigott, M.T.  
C. L. Burrows, L.I.  
J. T. Colledge, I.T.  
R. G. N. Combe, M.T.  
S. C. R. Crawford, I.T.  
J. H. Croysdale, I.T.  
Lord Dalzell, I.T.  
F. A. O. Davies, M.T.  
C. E. Dibb, L.I.  
G. W. Falkner, L.I.  
Sir A. G. Haslerigg, I.T.  
J. H. Hewlett, L.I.  
C. J. A. Hoskins, M.T.  
G. R. Howat, M.T.  
S. H. Jenks, M.T.  
G. Jones, G.I.  
A. B. Kariapa, M.T.  
H. A. Leggett, M.T.  
A. C. Medd, I.T.

W. H. Neville-Bagot, I.T.  
Hon. D. O'Brien, I.T.  
E. W. Ridges, L.I.  
B. R. Sawhny, L.I.  
R. Fitz-James Sawyer, I.T.  
H. N. Sen, G.I.  
P. G. S. Sharma, L.I.  
O. H. S. Shepherd-Cross, I.T.  
A. Singh, L.I.  
T. S. Stephens, L.I.  
F. Swann, I.T.  
J. S. Tew, I.T.  
Faiz H. B. Tyabji, M.T.  
J. P. Valetta, I.T.  
C. Waley-Cohen, I.T.  
J. Walker, L.I.  
S. Walker, L.I.  
T. Wing, I.T.  
R. Woodward, jun., I.T.  
E. Woolf, I.T.  
C. E. Yearwood, I.T.

The number examined was 81, of whom 57 passed.

One candidate was postponed until the Hilary Examination, 1903.

## THE INCORPORATED LAW SOCIETY.

## PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 7th and 8th of May, 1902:

Allen, Frederick Thomas  
Andrews, Horace Richard

Beirnestein, George Sydney  
Bolingbroke, Herbert Thomas



Bowker, John Weldon  
Bristow, Thomas Ewart Hamer  
Buckridge, George Gordon  
Buckley, William  
Buzard, Harold Lindsey  
Carr, Jeffery Grey  
Clarke, Warren  
Clough, Harry Newsome  
Cooper, Philip Edward  
Crawford, William Lindsay  
Crickett, George Walton  
Crompton, William Earle  
Crooke, Victor  
Dawson, Joshua  
Derry, Frederick William  
Devonshire, Edward Roy  
Digby-Green, Arthur  
Duckworth, John Ralph  
Eskell, Richard Liele  
Evans, Cyril Henry Shenton  
Fielding, Walter  
Goddard, Philip Henry  
Gunsen, Henry  
Harris, Aubrey Walter  
Hasler, Henry William Morley  
Hatfield, Lawrence Victor  
Hay, James Frederick  
Haywood, Charles  
Hebron, Joseph  
Hemingway, Edward Cecil  
Hett, Edmund John Roslin  
Hill, Roger Wilbraham  
Hodge, Henry  
Horne, John Gerard  
Hughes, Francis Vaughan  
Hughes, William Edward  
Ingham, Henry  
Isard, Walter Wallace  
James, Percy Watkins  
Johnson, George  
Jones, William  
Ker-haw, Joseph Harry  
King, Cuthbert Francis  
Kitchen, William Croysdale  
Lamb, John Singleton

Leonard, Fred  
Liddle, Percy Henry  
Mangnall, Harold Richardson  
Mann, John Dalla  
Massey, George Edward  
Miller, Ralph  
Morgan, Llewellyn Rees  
Morris, Harold Spencer  
Murray, Edward Douglas  
Myers, Henry John  
Ollard, Kenneth de Havilland  
Palmer, William James  
Parker, John Anthony  
Pashley, Ross Pilcher  
Pattison, Walter Edward Luard  
Pearce-Jones, Keith Harper  
Pickles, Arthur  
Pibrow, Albert Horace  
Plant, Edmund Hubert  
Powell, Harry George  
Redman, Henry Gordon  
Rees, Rees Morgan  
Ritson, Robert  
Rogers, Sydney  
Sayers, William Warwick  
Schooling, Bernard Albert  
Simpson, Leonard William  
Black, Edward Sidebottom  
Stallion, Frank Douglas  
Stayte, Thomas  
Stone, Gerald Owen  
Tait, Anthony McHarg  
Thomas, John Page  
Thomas, William Morgan  
Wall, Harry  
Warburton, Thomas Alfred  
Ward, John Percival  
Watts, Henry Arthur Dixon  
West, Robert Cecil  
White, Charles Ashwin  
White, Harold Forbes  
Wilks, Charles E.  
Wilson, George Henry  
Wilson, Guy Denis

# YORKSHIRE LAWYERS AND PROPERTY OWNERS ON COMPULSORY REGISTRATION OF TITLE.

A REPRESENTATIVE meeting was held at the Philosophical Hall, Leeds, on the 23rd inst., of solicitors, landowners, and other persons interested in the transfer of land to hear an address by Mr. J. S. Rubinstein on the Land Transfer Acts. The meeting was organized by the Yorkshire Union of Law Societies, and invitations to attend were addressed to town clerks, the members of the West Riding County Council, presidents of Chambers of Commerce and building Societies, and others interested in the question. The meeting (says the *Yorkshire Post*, to which we are indebted for the following report), was "a big one, gentlemen being present from all over the West Riding." The chair was taken by Mr. ARTHUR MIDDLETON, solicitor, Leeds; and he was supported, among others, by Messrs. A. Copson Peake and H. Denison, Leeds; James Dixon and T. L. Locking, Hull; R. I. Sugden and A. H. Blankley, Bradford; A. Ridgway, Dewsbury; G. W. L. Fernandes and H. Plews, Wakefield; E. Booth and J. Bairstow, Halifax; E. T. Clarke, Goole; J. R. Wood and H. V. Scott, York.

The CHAIRMAN, who was cordially received, said the registration of title to land—a totally different thing to mere registration of deeds—had been the subject of discussion and contention for the past quarter of a century, but it had been reserved for the present Government, under the advice of the Lord Chancellor, to attempt what was a doubtful boon to the unlearned and patient landowner without his request, against his wishes, and apparently regardless of ultimate results. Pointing out that the Land Transfer Act of 1875 died of inanition, Mr. Middleton shewed that the "fossil," as he called it, was revived and slightly amended by the Act passed in 1897, when the Government decided that some definite area, at the very least, should be compelled by force to swallow the physic, whether palatable, beneficial, or injurious. The medicine had now been in use for three years, but he had not heard that any of the neighbours who had seen it administered or watched its effects had petitioned to be allowed to participate. On the contrary, the City of London had arraigned themselves in active opposition to the measure. No one suggested that registration of title to land as it now existed was of no use or value to anyone, "but that," said the chairman, "is not the question. The question is, Is it of value to the great majority, and a great improvement all round on the present system? The legal profession are bound to do their conveyancing under the law as it stands, and they do not possess the power to make alterations. The Government, even on a voluntary system, enter into competition with them, but by the use of different means applicable to Government departments only, which possess the further advantage that they can make amendments in their methods and procedure without difficulty, whilst the profession cannot." Thus competition between the two methods became unreasonable and

unfair. One result would be to create an immense mass of political patronage, which would continue for all time. Public offices, costing a quarter of a million of money, and an array of about 200 paid officials, at the annual expenditure of very little short of £40,000, for one comparatively small area, were the immediate results of a preliminary canter. It must not be forgotten, the chairman added, that the disadvantages must of necessity be much greater in the provinces than they are in the present first trial area, where practically the whole of those interested in the land are, like the land itself, within easy reach of the public office where business had to be transacted. It had been repeatedly admitted by the highest authorities, including Mr. Brickdale, the present Registrar, that to put the title to and transfer of real estate on the same simple level as the title to and transfer of stocks and shares was impossible in this country.

Mr. RUBINSTEIN said that a system of conveyancing to be satisfactory must be simple, must be speedy, must be cheap, and must be safe, and he thought he should be able to shew them that the new system of compulsory registration of title under the Land Transfer Act of 1897 would not bear comparison with the old system under the Act introduced by Lord Cairns in 1881. Of the whole of the transactions the new system would affect, 95 per cent. were of the ordinary, every-day kind, without any complications, and since the Act of 1881 there had been no difficulty whatever in dealing with them. In these cases, the ordinary, formal parts of a deed could be placed on a sheet of notepaper. Under the Land Transfer Act of 1897, three titles were provided for, an absolute title, a qualified title, and a possessory title. There was no simplicity effected by substituting three characters of title for the one that existed before. In practice, however, the absolute title was almost impossible to get, and it had scarcely been asked for in the last three years. The qualified title shewed a flaw on the face of it; the framers of the Act had no practical conveyancing experience. The possessory title was the only one asked for, the only one they were expected to ask for. The *modus operandi* was as follows: "Having got your conveyance completed, you take into the Registry Office a draft statement of what you want to appear on the certificate—the names of the parties, the purchase price, and a description of the property. Having taken that into the registry, your next point is to identify the property you have purchased with its position as it appears on the ordnance map. This creates at times a good deal of difficulty and trouble. Ordnance maps were never made out for such purposes as this, and as a consequence when you take in the plan of the property and try to fit it in with the plan as it appears on the ordnance map, they do not agree." All this work took a great deal more than ten days, which was the least time it could be done in; it was supplemental to the 1881 system, and in that respect it could not be suggested there was any simplification. Nor would proceedings dealing with the registered property in case of a subsequent sale be facilitated one iota. The same work would have to be gone through as in the first instance. It might be suggested that in course of years—as the Land Registry itself suggested—the possessory certificate would grow into value, and would become such an important document that it would obviate the necessity of looking outside it. On that point the registry was misleading. The possessory certificate was not sufficient to establish a title. Producing a possessory certificate, which he described as looking like a glorified school certificate, Mr. Rubinstein illustrated his argument by citing a case wherein assignment was made of a leasehold interest. After presenting the details, he remarked, "I defy any human being to say from the certificate what my client has bought. You have two documents to go to before you can find out." In the case of purchase of a freehold ground-rent, they had a certificate by which the purchaser would appear to be the absolute owner of the property; there was not a word upon it to show that there was a lease which affected the property and out of which the purchaser got his ground-rent. The treatise on this Act written by Mr. C. F. Brickdale, the Chief Registrar, ran to 600 pages—a bulky volume on this "simple Act." Mr. Brickdale admitted—"It is impossible in five sections of the Act of Parliament to alter the common law as to devolution of land without raising a crop of nice questions." Dealing with the claim that the new system facilitated despatch, Mr. Rubinstein said that under the old system many transactions were completed in a week, some in a day. Under the new system ten days was the least time in which anything of the sort could be done. A case under his own notice occupied between seven and eight weeks. The difficulty was with the plan; they got nothing but an outline from the ordnance; it shewed no boundaries; no court of law accepted an ordnance map as evidence, and what advantage it was to shew this marked round in red he could not conceive. There were cases in which financial considerations demanded urgency. "You must wait," said Mr. Rubinstein, until the certificate can pass through the office. The officials want their days of rest, they want their sleep; their holidays and their office hours must be observed, and we know from experience that they observe them." Under the old system a man wanting money in an emergency could take his deeds to his banker and get it. Now he would produce the deeds and the certificate shewing that he was the registered proprietor. "Yes," the banker would say, "but I must have my charge registered, for until then you cannot give me security." Then the attention of the officials had to be waited for, and until the matter had gone through the office the unfortunate man had to wait for his money. The old system was of convenience to building and land societies, inasmuch as it enabled a man to pay by instalments and in the end get a free conveyance—which was a great attraction. Now the land societies could not give free conveyances because they had to go through the routine of the Registry Office at a good deal of trouble and expense. In the case of land divided into plots, the man who purchased a plot found his troubles commence when he got his conveyance. No plots were shewn on the ordnance map, and until the man had fenced round his

plot, or put in his footings, which might cost as much as the land itself, the office would not shew it on the map. Then there was the question of expense. Under the first registration it was admitted the solicitor was entitled to his scale charges fixed by Lord Cairns' Act, which were, up to £1,000, 1½ per cent. Under the new system, on a purchase for £400 the solicitor was entitled under the scale to £6, to which must be added £2 stamp duty, making £8. Additional charges consequent on registration were £2 2s. for a solicitor's fee on registration, and £1 4s. Land Registry fee, being at the rate of 6s. per cent., so the total was now £11 6s., or 40 per cent. more for the pleasure of first registration. A second registration would cost the same, and, in addition, this Act must give rise to endless litigation—from a professional point of view, remunerative, of course. To conclude, fraud crept in. Under the old system it was unknown. Under the new system there was the duplication of deeds—the title deed and the official certificate issued by the registry. That permitted fraud. Mr. Rubinstein shewed how a dishonest man might go to the registry with a conveyance of land to which he had no right, and without the true owner knowing anything about it. As long as the dishonest man cared to pay the stamp duties and the fees, he could get as many certificates as he pleased. Could they conceive anything more wicked than such a system? He warned them that the Government had their eyes on Yorkshire. In Yorkshire they had a Registry of Deeds, and therefore the nucleus of a staff which would make it easier to bring the system into operation than in counties where there was no such registry. The county council, however, must ask for the compulsory registry of title to be introduced. "You may depend upon it that wires will be pulled and under-currents will be set loose with the object of bringing that about." He trusted the people of the county would insist upon an inquiry into this system before it was allowed to be introduced.

A large number of questions were put to Mr. Rubinstein bearing on the working of the Act in the County of London.

Alderman GORDON (Leeds) ultimately moved: "That as it has not yet been definitely ascertained whether the matter of registration of title under the Land Transfer Act has been a success or a failure, this meeting deems it highly inexpedient that any further area should be subjected to the operation of these Acts until some competent authority, after holding a sufficiently full and independent inquiry, shall report in favour of such a course. Mr. Gordon said the outside public usually credited the legal world with rather more than the usual amount of selfishness in matters affecting its status and remuneration, but it seemed perfectly clear that whatever might arise out of these Acts in generations to come, the present generation of lawyers was bound to benefit by enormously increased remuneration if the Acts were put in force throughout the county. Therefore, the public, instead of viewing legal opinions upon this question with their usual diffidence, ought to accept them as being more or less impartial. The system at present in operation in the West Riding had proved to be very perfect in its operation, and it had the qualities of being speedy and not at all expensive. "I am against the extension of officialism," Alderman Gordon continued. "I recognize it is an absolute necessity of modern life, but its continued inroads into private enterprise is, to my mind, a thing which ought to be restricted as far as possible." He had come to the conclusion that unless local officialism was tempered by continual contract with the representatives of the people, there would be the same tendency as in all other officialism, to be autocratic and extremely difficult to work with. If that was so with local officialism, how much worse was Imperial officialism, untampered by contact with the representatives of the people? The man who got into the office became a law unto himself.

Mr. T. P. PERKS (barrister) seconded the resolution, which was briefly supported by Mr. W. WARREN (Leeds), and unanimously adopted.

Thanks to Mr. Rubinstein for his attendance, and to the chairman, closed the meeting.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. W. W. GRANTHAM, barrister-at-law, has been appointed to be Prosecuting Counsel to the Post Office on the South-Eastern Circuit, in succession to Mr. C. J. B. Hurst, who recently resigned the appointment.

Mr. ALFRED GEORGE LASCHELLES (King's Advocate, Cyprus) has been appointed Attorney-General of the Island of Ceylon.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

JOHN WILLIAM PRICE, JOHN SYDENHAM FRANCIS, and SPENCER BERNARD KENDALL, solicitors (Kendall, Price, & Francis), 61, Carey-street, London, W.C. Sept. 29, 1901. The said business, as from the said 29th day of September, 1901, has been and will in future be carried on by the said John William Price and Spencer Bernard Kendall, under the style or firm aforesaid. [Gazette, May 23.]

ARTHUR TORRIANO RICKARDS and HENRY AINSLIE HILL, solicitors (Hill, Son, & Rickards), 40, Old Broad-street, London. May 13. In future such business will be carried on by the said Arthur Torriano Rickards under the same style as heretofore. [Gazette, May 27.]

#### GENERAL.

The Law Courts were to be closed on Friday, the day on which his Majesty's birthday will be observed.

It is stated that Mr. Arthur Wing Pinero, the dramatist, is the son of Mr. John Daniel Pinero, solicitor, and was himself at one time intended for the legal profession. The name of his father does not occur in the Law List.

It is stated that Mr. Justice Bigham will have charge of the list of commercial actions and summonses during the Trinity sittings until the 19th of June. Mr. Justice Walton will succeed him until the end of June, when the business will be transferred to Mr. Justice Kennedy.

It is announced that the King has, on the recommendation of the Secretary for Scotland, to whom the names were submitted by the Lord Justice-General, conferred the rank and dignity of Counsel to his Majesty in Scotland on Mr. William C. Smith, Mr. James Ferguson, and Mr. Christopher N. Johnston, Advocates at the Scottish bar.

A novel action was, says the *Daily Mail*, heard in the Ayrbridge County Court, on Wednesday, when two farmers possessing pasture rights over a common land claimed damages against the defendant, who shot over the estate, for allowing rabbits to increase so unreasonably as to destroy the pasture. The judge held there was no obligation on the part of the defendant to keep the rabbits down.

Sir Frederic Lacy Robinson, late Deputy-Chairman of the Board of Inland Revenue, and Mr. Esmund Henry Wodehouse, C.B., late Commissioner of Inland Revenue, were presented on Wednesday with services of plate on the occasion of their retirement from the Inland Revenue Department. The presentation was made, on behalf of members of the department, by Mr. Thomas Narrien Crafer, secretary to the board.

Tired of the long-winded oratory of the attorney for the defence, the judge, says the *Chicago Tribune*, interrupted him. "Mr. Sharke," he said, "may I ask you a question?" "Certainly, your honour. What is it?" "Language," said the judge, "we are told, is given to conceal thought, or words to that effect. Inasmuch as you don't seem to have any thought to conceal, I would like to know why you are talking?"

The Berlin correspondent of the *Times*, announces the death, on the 24th of May, of Dr. Kügler, President of the chief Prussian Court of Administration. He entered the judicial service in 1871, but was only appointed last February to the position he held at the time of his death. Dr. Kügler, who was for many years an official of the Prussian Ministry of Education, took an interest in the development of the Prussian elementary school system, and was a member of the Commission for land settlement in Polish Prussia and of the Central Committee of the Red Cross Society.

The Wilton Club Buildings Co. (Limited), of Manchester, had, on Wednesday, says the *Daily Mail*, to pay £130 in fines and costs for neglecting to comply with the regulations of the Companies Act. The offences alleged were failure to send a copy of the register containing the names, addresses, and occupations of the directors and managers to the Registrar of Joint Stock Companies, and failing to send in a list of the members of the company with the shares held by each. Under the first charge fines of £5 a day for twenty days were inflicted, while in regard to the latter, fines of £5 with regard to two cases were imposed.

The following are the arrangements for hearing probate and divorce cases during the ensuing Trinity sittings: Undeclared matrimonial causes will be taken on Tuesday and Wednesday next, and on each Monday during the sittings, after motions. Common jury cases will be taken on and after Thursday, the 29th inst. Probate and defended matrimonial causes for hearing before the court itself will be taken after the common juries are finished, and may also be taken in Court II. after June 17, when Admiralty cases are not appointed to be heard. Special jury cases will be taken on and after Tuesday, June 17. Divisional Courts will sit on Tuesdays, June 3, July 1, and August 5. Motions will be heard in court at 11 o'clock on Monday, June 2, and on each succeeding Monday during the sittings, and summonses before the judge will be heard at 10.30 on Saturday, the 31st inst., and every succeeding Saturday during the sittings.

A decision which threatens to upset the business of a score of trust companies doing business as foreign corporations in the State of Connecticut has, says the *Central Law Journal*, been rendered by the Supreme Court of Errors. It refers to the administration of estates, and means, in brief, that no corporation, although specially chartered in other states, has the right to act as administrator of Connecticut estates. The suit in question was brought by the Farmers' Loan and Trust Company, of New York, against Francis G. Smith, resulting from the death of Edward S. Smith, of Waterbury. The application of the trust company to act as administrator is denied by the Supreme Court on the ground that, as a foreign corporation, it is denied by statute the right to carry on the business of deceased persons. The sweeping effect of this decision may be seen from the fact that at present there are perhaps twenty foreign corporations handling some of the largest Connecticut estates.

In the course of the debate in the House of Commons on the vote for the Charity Commission, on Tuesday, Sir H. Fowler said that what the House of Commons wanted was an opportunity of bringing to bear upon the official representative of the Charity Commission that judgment which members were entitled to express upon what, in their ignorance, they might think inefficient administration of the charities, and upon the perpetuation of this do-nothing policy. With regard to the publication of accounts he agreed with the hon. member for King's Lynn, and if those accounts were handed over to the county of Norfolk they would receive, he was certain, much better supervision than they did now. He did not want to see this



vote reduced by £100, but by £30,000. Mr. Disraeli, Mr. Gladstone, Sir Stafford Northcote, and Mr. Goschen all admitted that it was practicable to put the costs of the administration of these charities on the charities themselves. The object to be arrived at was to curtail the expenditure wherever they reasonably could. They held that these charges should not be placed on the consolidated fund, but ought to be defrayed by the charities for whose benefit the Charity Commission existed. If the Government said to the Charity Commission that this must be done, the commissioners would soon submit a plan.

"A correspondent," says the *Bradford (Yorkshire) Law Students' Journal*, "sends us an extract from the papers of a solicitor who left Bradford many years ago. We reproduce it *verbatim*. 'Some time last winter a lady whom we will call Mrs. Smith, who kept a boarding-house, took her little girl, aged four, with her to make a call on Mrs. Brown, her near neighbour. Mrs. Brown was busy in the kitchen, where she received her visitor with her usual cordiality. There was a large fire blazing in the stove, and while the ladies were excitedly discussing the new bonnet of the local Methodist minister's wife, the little girl incautiously sat down on the stove. She was instantly convinced that it was exceedingly hot, and on loudly bewailing the fact, was rescued by her mother and carried home for medical treatment. A few days later Mrs. Smith burst into the room of a young law student, who was one of her boarders, and, with tears and lamentations, disclosed to him the fact that the child was indelibly branded with the legend, 'Patented 1872.' These words, in raised letters, had happened to occupy just that part of the stove on which the child had seated herself, and being heated nearly to red heat, they had reproduced themselves on the surface of the unfortunate child. On the improbabilities of the story we make no comment. It may, however, be an interesting task to the student to elicit all the legal points involved.'"

Mr. John R. Adams, writing to the *St. James's Gazette* on the City of London and the Land Registry, says: The question whether compulsory registration of title should be extended to the city is now under consideration. May I put a question on the subject? Assume that a man: about to purchase a city property for £10,000. Besides the expenses hitherto payable, he will, if the city is brought under the Land Registry, have to pay the following additional expenses:

Solicitor's fee on first registration	£	s.	d.
Ad valorem fee to the Land Registry	...	14	0
Total	...	19	5

I should be much obliged if any person, official or otherwise, will tell me what benefit the purchaser will get for this additional expense. It is usually thought that this is a lawyer's question, and that lawyers in their own interest are objecting to the extension of the new system. The above figures show that it is not a lawyer's, but an owner's, question, for, for years to come the lawyers will get paid; as they have hitherto been paid, plus a fee on each transfer. But what will the owners get for the £14 paid to the Land Registry on first registration and on each subsequent transfer?

At University College, on Tuesday, Mr. Macdonell, C.B., gave, as Quain Professor of Comparative Law, the second of his lectures on "Married Women's Property." In his introductory remarks he cautioned his hearers against assuming that the whole body of the really living and working law of a country was to be found in texts and codes, and cited the remarks of the German jurist Ihering as to the contrast between the letter of early Roman law relating to the rights of women and their actual position. He contrasted the similarity which marked the laws relating to the forms of marriage with the diversity of those as to the matrimonial rights respecting property. In modern Germany before the Civil Code it was computed there were about 100 various systems. In the tangled history of the subject was to be traced more or less clearly one thread, and that is the provision for *dos* or dower in some form and under some name. You may lose the thread for a time; but you generally are able to pick it up. Not even Sir Henry Maine had sufficiently shown the importance of the dotal system, one of the great civilizing institutions of the world. *Favorabilis in lege sunt, fœcus, vita; libertas, dos*, had been true of several legal systems, though feudal law was not one of them. Another guiding thread could be obtained by tracing the history of tutelage or *vermundschaft*. The lecturer referred to the history of Stridham in Hindoo law, the Roman law as to *dos*, and medieval law, mentioning Schröder and Brunner's investigations as to the last. He then minutely classified the existing systems of law as to married women's property, mentioning the classifications of Bridel and Garde, and enumerating six principal species as now in existence. Married women enjoyed in virtue of modern legislation rights as to property akin to those which were theirs in Rome. In mentioning the chief peculiarities of modern systems, we saw that there was no marked tendency to adopt any one type, but that more and more play was given to contractual freedom before (and in some cases after) marriage. He quoted figures as to the number of people living in Europe under a régime of *communauté de biens, sans communauté*, and with *separation de biens*.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.**—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

## COURT PAPERS. SUPREME COURT OF JUDICATURE.

### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	AFFAIR COURT No. 2.	Mr. Justice KEEKEWICH.	Mr. Justice BYRNE.
Monday, June.....	2 Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson
Tuesday.....	3 Carrington	King	R. Leach	Pemberton
Wednesday.....	4 Pemberton	Farmer	Godfrey	Jackson
Thursday.....	5 Jackson	King	R. Leach	Pemberton
Friday.....	6 R. Leach	Farmer	Godfrey	Jackson
Saturday.....	7 Godfrey	King	R. Leach	Pemberton

  

Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, June.....	2 Mr. Church	Mr. Thord	Mr. Carrington	Mr. Gresswell
Tuesday.....	3 Gresswell	W. Leach	Beal	Church
Wednesday.....	4 Church	Theod	Carrington	W. Leach
Thursday.....	5 Gresswell	W. Leach	Beal	Theod
Friday.....	6 Church	Theod	Carrington	King
Saturday.....	7 Gresswell	W. Leach	Beal	Farmer

### TRINITY SITTINGS, 1902.

#### COURT OF APPEAL.

##### AFFAIR COURT I.

Final, Interlocutory and New Trial Appeals from the King's Bench Division, Final and Interlocutory Appeals from the Admiralty Division, and Cases in re The Workmen's Compensation Act, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.

##### AFFAIR COURT II.

Final and Interlocutory Appeals from the Chancery Division, the Probate and Divorce Division, Bankruptcy and Lunacy Appeals and Appeals from the Lancaster and Durham Palatine Courts, and other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.

#### HIGH COURT OF JUSTICE. CHANCERY DIVISION.

##### CHANCERY COURT I.

##### MR. JUSTICE KEKEWICH.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Kekewich will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

##### CHANCERY COURT II.

##### MR. JUSTICE BYRNE.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Byrne will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

##### KING'S BENCH COURT I.

##### MR. JUSTICE SWINFEN EADY.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Swinfen Eady will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

##### LORD CHANCELLOR'S COURT.

##### MR. JUSTICE FARWELL.

Tues., May 27...Mots and gen pa  
Wednesday 28...General paper  
Thursday 29...Mots and gen pa  
Friday 30...The King's Birthday  
Saturday 31...Manchester and Liverpool business  
Mon., June 1...Sitting in chambers  
Tuesday 2...Sht caus, pets, & gen pa  
Wednesday 3...General paper  
Thursday 4...Mots and gen pa  
Friday 5...Sht caus, pets, and gen pa  
Monday 6...Sitting in chambers  
Tuesday 7...General paper  
Wednesday 8...Mots and gen pa  
Thursday 9...Liverpool and Manchester business  
Friday 10...Sitting in chambers  
Saturday 11...Sht caus, pets, & gen pa  
Monday 12...General paper  
Tuesday 13...Mots and gen pa  
Wednesday 14...Sht caus, pets, and gen pa  
Thursday 15...Sitting in chambers  
Friday 16...General paper  
Saturday 17...Mots and gen pa  
Monday 18...Sht caus, pets, and gen pa  
Tuesday 19...Sitting in chambers  
Wednesday 20...General paper  
Thursday 21...Mots and gen pa  
Friday 22...Sht caus, pets, and gen pa  
Monday 23...Sitting in chambers  
Tuesday 24...General paper  
Wednesday 25...Mots and gen pa  
Thursday 26...Sht caus, pets, and gen pa  
Friday 27...Sitting in chambers  
Saturday 28...General paper  
Monday 29...Sitting in chambers  
Tuesday 30...Sht caus, pets, and gen pa  
Wednesday 31...General paper

Friday 4...Mots and gen pa  
Saturday 5...Manchester and Liverpool business  
Monday 6...Sitting in chambers  
Tuesday 7...Sht caus, pets, & gen pa  
Wednesday 8...General paper  
Thursday 9...Mots and gen pa  
Friday 10...Sht caus, pets, and gen pa  
Saturday 11...Sitting in chambers  
Monday 12...General paper  
Tuesday 13...Mots and gen pa  
Wednesday 14...Liverpool and Manchester business  
Thursday 15...Sitting in chambers  
Friday 16...Sht caus, pets, & gen pa  
Saturday 17...General paper  
Monday 18...Mots and gen pa  
Tuesday 19...Sht caus, pets, & gen pa  
Wednesday 20...Sitting in chambers  
Thursday 21...General paper  
Friday 22...Mots and gen pa  
Saturday 23...Sht caus, pets, & gen pa  
Monday 24...Sitting in chambers  
Tuesday 25...General paper  
Wednesday 26...Mots and gen pa  
Thursday 27...Sht caus, pets, and gen pa  
Friday 28...Sitting in chambers  
Saturday 29...Manchester and Liverpool business  
Monday 30...Sitting in chambers  
Tuesday 31...Sht caus, pets, & gen bus  
Wednesday 1...General paper  
Thursday 2...Mots and gen pa  
Friday 3...Manchester and Liverpool business  
Saturday 4...Sitting in chambers  
Monday 5...Sht caus, pets, & gen bus  
Tuesday 6...General paper  
Wednesday 7...Mots and gen pa  
Thursday 8...Sht caus, pets, & gen bus  
Friday 9...Sitting in chambers  
Saturday 10...Sht caus, pets, & gen bus  
Monday 11...Sitting in chambers  
Tuesday 12...Sitting in chambers

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk one clear day before the cause is to be put in the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

##### CHANCERY COURT IV.

##### MR. JUSTICE BUCKLEY.

Tues., May 27...Mots and non wit list  
Wednesday 28...Companies' Acts and non-wit list  
Thursday 29...Mots and non wit list  
Friday 30...No Sitting  
Saturday 31...Sht caus, pets, procedure (sums, and non wit list)  
Mon., June 1...Sitting in chambers  
Tuesday 2...Companies' Acts and non-wit list  
Wednesday 3...Non wit list  
Thursday 4...Mots and non wit list  
Friday 5...Sht caus, pets, procedure (sums, and non wit list)  
Saturday 6...Sitting in chambers  
Monday 7...Companies' Acts and non-wit list  
Tuesday 8...Non wit list  
Wednesday 9...Mots and non wit list  
Thursday 10...Sht caus, pets, procedure (sums, and non wit list)  
Friday 11...Sitting in chambers  
Saturday 12...Companies' Acts and non-wit list  
Monday 13...Non wit list  
Tuesday 14...Mots and non wit list  
Wednesday 15...Sht caus, pets, procedure (sums, and non wit list)  
Thursday 16...Sitting in chambers  
Friday 17...Companies' Acts and non-wit list  
Saturday 18...Non wit list  
Monday 19...Mots and non wit list  
Tuesday 20...Sht caus, pets, procedure (sums, and non wit list)  
Wednesday 21...Sitting in chambers  
Thursday 22...Companies' Acts and non-wit list  
Friday 23...Non wit list  
Saturday 24...Mots and non wit list  
Monday 25...Sht caus, pets, procedure (sums, and non wit list)  
Tuesday 26...Sitting in chambers  
Wednesday 27...Companies' Acts and non-wit list  
Thursday 28...Non wit list  
Friday 29...Mots and non wit list  
Saturday 30...Sht caus, pets, procedure (sums, and non wit list)  
Monday 31...Sitting in chambers

Monday .....	29	Sitting in chambers
Tuesday .....	30	Companies' Acts and non-wit list
Wednesday .....	31	Non wit list
Thursday .....	1	Non wit list
Friday .....	2	Mots and non wit list
Saturday .....	3	Sht caus, pets, procedure sums, and non wit list
Monday .....	4	Sitting in chambers
Tuesday .....	5	Companies' Acts and non-wit list
Wednesday .....	6	Non wit list
Thursday .....	7	Mots and non wit list
Friday .....	8	Sht caus, pets, procedure sums, and non wit list
Saturday .....	9	Sitting in chambers
Monday .....	10	Companies' Acts and non-wit list
Tuesday .....	11	Non wit list
Wednesday .....	12	Mots and non wit list
Thursday .....	13	Sht caus, pets, procedure sums, and non wit list
Friday .....	14	Sitting in chambers
Saturday .....	15	Companies' Acts and non-wit list
Monday .....	16	Non wit list
Tuesday .....	17	Mots and non wit list
Wednesday .....	18	Sht caus, pets, procedure sums, and non wit list
Thursday .....	19	Sitting in chambers
Friday .....	20	Companies' Acts and non-wit list
Saturday .....	21	Non wit list
Monday .....	22	Mots and non wit list
Tuesday .....	23	Sht caus, pets, procedure sums, and non wit list
Wednesday .....	24	Sitting in chambers
Thursday .....	25	Companies' Acts and non-wit list
Friday .....	26	Non wit list
Saturday .....	27	Mots and non wit list
Monday .....	28	Sht caus, pets, procedure sums, and non wit list
Tuesday .....	29	Sitting in chambers
Wednesday .....	30	Companies' Acts and non-wit list
Thursday .....	31	Non wit list
Friday .....	1	Mots and non wit list
Saturday .....	2	Sht caus, pets, procedure sums, and non wit list
Monday .....	3	Sitting in chambers
Tuesday .....	4	Companies' Acts and non-wit list
Wednesday .....	5	Non wit list
Thursday .....	6	Mots and non wit list
Friday .....	7	Sht caus, pets, procedure sums, and non wit list
Saturday .....	8	Sitting in chambers
Monday .....	9	Companies' Acts and non-wit list
Tuesday .....	10	Non wit list
Wednesday .....	11	Mots and non wit list
Thursday .....	12	Sht caus, pets, procedure sums, and non wit list
Friday .....	13	Sitting in chambers
Saturday .....	14	Companies' Acts and non-wit list
Monday .....	15	Non wit list
Tuesday .....	16	Mots and non wit list
Wednesday .....	17	Sht caus, pets, procedure sums, and non wit list
Thursday .....	18	Sitting in chambers
Friday .....	19	Companies' Acts and non-wit list
Saturday .....	20	Non wit list
Monday .....	21	Mots and non wit list
Tuesday .....	22	Sht caus, pets, procedure sums, and non wit list
Wednesday .....	23	Sitting in chambers
Thursday .....	24	Companies' Acts and non-wit list
Friday .....	25	Non wit list
Saturday .....	26	Mots and non wit list
Monday .....	27	Sht caus, pets, procedure sums, and non wit list
Tuesday .....	28	Sitting in chambers
Wednesday .....	29	Companies' Acts and non-wit list
Thursday .....	30	Non wit list
Friday .....	31	Mots and non wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary Papers, including two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the Cause will not be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Headings, and 1 Copy Master's Certificate. These must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

#### CHANCERY COURT III.

Mr. Justice JOYCE.

Tues., May 27.....	Mots and non wit list
Wednesday 28.....	Non wit list
Thursday 29.....	Mots and non wit list
Friday 30.....	No sitting
Saturday 31.....	Sht caus, pets, procedure sums, and non wit list
Mon., June 2.....	Sitting in chambers

### COURT OF APPEAL.

#### TRINITY SITTINGS, 1902.

##### APPEAL COURT I.—NOTICE.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

##### APPEAL COURT II.—NOTICE.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1900.

In re The New Zealand Midland Railway Co Ltd Smith (on behalf, &c) v Lubbock appl of The Industrial and General Trust Ltd from order of Mr Justice Kekewich, dated April 6, 1900 May 24

Tuesday .....	3	Non wit list
Wednesday .....	4	Non wit list
Thursday .....	5	Non wit list
Friday .....	6	Mots and non wit list
Saturday .....	7	Sht caus, pets, procedure sums, and non wit list
Monday .....	8	Sitting in chambers
Tuesday .....	9	Non wit list
Wednesday .....	10	Non wit list
Thursday .....	11	Non wit list
Friday .....	12	Mots and non wit list
Saturday .....	13	Sht caus, pets, procedure sums, and non wit list
Monday .....	14	Sitting in chambers
Tuesday .....	15	Non wit list
Wednesday .....	16	Non wit list
Thursday .....	17	Non wit list
Friday .....	18	Mots and non wit list
Saturday .....	19	Sht caus, pets, procedure sums, and non wit list
Monday .....	20	Sitting in chambers
Tuesday .....	21	Non wit list
Wednesday .....	22	Non wit list
Thursday .....	23	Non wit list
Friday .....	24	Mots and non wit list
Saturday .....	25	Sht caus, pets, procedure sums, and non wit list
Monday .....	26	Sitting in chambers
Tuesday .....	27	Non sitting
Wednesday .....	28	Sitting in chambers
Thursday .....	29	Non wit list
Friday .....	30	Mots and non wit list
Saturday .....	31	Sht caus, pets, procedure sums, and non wit list
Monday .....	1	Sitting in chambers
Tuesday .....	2	Non wit list
Wednesday .....	3	Non wit list
Thursday .....	4	Mots and non wit list
Friday .....	5	Sht caus, pets, procedure sums, and non wit list
Saturday .....	6	Sitting in chambers
Monday .....	7	Non wit list
Tuesday .....	8	Non wit list
Wednesday .....	9	Non wit list
Thursday .....	10	Mots and non wit list
Friday .....	11	Sht caus, pets, procedure sums, and non wit list
Saturday .....	12	Sitting in chambers
Monday .....	13	Sitting in chambers
Tuesday .....	14	Non wit list
Wednesday .....	15	Non wit list
Thursday .....	16	Non wit list
Friday .....	17	Mots and non wit list
Saturday .....	18	Sht caus, pets, procedure sums, and non wit list
Monday .....	19	Sitting in chambers
Tuesday .....	20	Non witness list
Wednesday .....	21	Non witness list
Thursday .....	22	Non witness list
Friday .....	23	Mots and non wit list
Saturday .....	24	Sht caus, pets, procedure sums, and non wit list
Monday .....	25	Sitting in chambers
Tuesday .....	26	Non wit list
Wednesday .....	27	Non wit list
Thursday .....	28	Non wit list
Friday .....	29	Mots and non wit list
Saturday .....	30	Sht caus, pets, procedure sums, and non wit list
Monday .....	31	Sitting in chambers
Tuesday .....	1	Non wit list
Wednesday .....	2	Mots and non wit list
Thursday .....	3	Sht caus, pets, procedure sums, and non wit list
Friday .....	4	Sitting in chambers
Saturday .....	5	Motions continued and non-wit list
Monday .....	6	Non-wit list
Tuesday .....	7	Non-wit list
Wednesday .....	8	Mots and non wit list
Thursday .....	9	Sht caus, pets, procedure sums, and non wit list
Friday .....	10	Sitting in chambers
Saturday .....	11	Sitting in chambers
Monday .....	12	Sitting in chambers
Tuesday .....	13	Sitting in chambers

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of the minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Headings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

1901.

In re Bullen Muspratt Williams v Howe appl of deft J N Bullen from order of Mr Justice Cozens-Hardy, dated Jan 17, 1901 Feb 23

In re The Companies Acts 1862 to 1890 and In re The General Investors' Syndicate Ltd appl of Ellis Parr and ora from order of Mr Justice Cozens-Hardy, for Mr Justice Wright, dated Feb 20, 1901 March 18

The Midland Ry Co v Wright appl of pliffs from order of Mr Justice Byrne, dated Feb 14, 1901 (s o till legal representative appointed) April 30

Hope v Hope appl of pliff in person from order of Mr Justice Cozens-Hardy, dated Feb 21, 1901, and motn for leave to admit fresh evidence (by order) May 20

In re Irvine & Coles' Contract & V & P Act, 1871 appl of Duncan Irvine from order of Mr Justice Cozens-Hardy, dated July 8, 1901 July 13

The Union Lighterage Co Ltd v London Graving Dock Co Ltd appl of defts from order of Mr Justice Cozens-Hardy, dated April 26, 1901 July 18

Ashworth v English Card Co appl of pliff from order of Mr Justice Joyce, dated June 23, 1901 July 26

Richards de Winton Richards v Evans appl of pliff from order of Mr Justice Kekewich, dated July 4, 1901 Aug 8

Le Mesurier v Le Mesurier appl of deft from order of Mr Justice Kekewich, dated July 17, 1901 Aug 8

The City Estates Co Ltd v Jaffray In re the City Estates Co Ltd & Jaffray's Contract appl of defts from order of Mr Justice Kekewich, dated July 17, 1901 Aug 9

Chaytor v Trotter appl of pliff from order of Mr Justice Kekewich, dated July 7, 1901 Aug 12

Robinson v The London & Northern Bank Ltd appl of defts from order of Mr Justice Buckley, dated Aug 7, 1901 Aug 13

Thomas v Thomas appl of pliff from order of Mr Justice Buckley, dated July 1, 1901 Aug 13

J Ambler & Sons Ltd v Mayor, &c, of Bradford appl of pliffs from order of Mr Justice Joyce, dated Aug 3, 1901 (Interlocutory Appeal No. 1 to come on with this, by order) Aug 16

In re Fish Prestige v Lea appl of deft Jessie Lea from order of Mr Justice Byrne, dated June 6, 1901 Aug 17

Aflalo v Lawrence & Bullen Ltd appl of defts from order of Mr Justice Joyce, dated July 31, 1901 Aug 20

Lord Hastings v The North Eastern Ry Co appl of defts from order of Mr Justice Byrne, dated Aug 8, 1901 (s o four weeks after No 19 disposed of, by order) Aug 26

1902.

Lord Hastings v The North Eastern Ry Co appl of pliffs from order of Mr Justice Byrne, dated April 8, 1901 (advanced by order) April 18, 1902

1901.

In re Bryce Brown, dec Brown v Gedney appl of defts from order of Mr Justice Kekewich, dated Aug 1, 1901 Aug 29

In re Wood Wood v Wood appl of pliff from order of Mr Justice Kekewich, dated Aug 2, 1901 Oct 1

Sproat v Marchese appl of pliff from order of Mr Justice Buckley, dated July 30, 1901 Oct 2

In re The Companies Acts, 1862 to 1893, and In re The Leeds and Hanley Theatres of Varieties Ltd appl of The Consolidated Exploration Finance Co Ltd from order of Mr Justice Wright, dated July 31, 1901 Oct 9

In re The Earl of Harroby Earl of Harroby v Ryder appl of deft The Hon A E D Ryder from order of Mr Justice Cozens-Hardy, dated July 11, 1901 Oct 12

The Great Western Ry Co v Talbot appl of pliffs from order of Mr Justice Kekewich, dated June 27, 1901 Oct 15

In re Margeston Margeston v Margeston appl of pliff from order of Mr Justice Byrne, dated July 23, 1901 Oct 17

In re Sutton Lewis v Sutton appl of deft E A V Sutton from order of Mr Justice Buckley, dated July 23, 1901 Oct 21

Fleming v Lee Mackusick v Fleming appl of pliff R T Fleming from order of Mr Justice Cozens-Hardy, dated Aug 6, 1901 (produce order) Oct 22

Holmstead v Cooper appl of pliff from order of Mr Justice Cozens-Hardy, dated July 30, 1901 Oct 31

Byrne v Reid appl of pliff from order of Mr Justice Joyce, dated July 13, 1901 Nov 2

Same v Same appl of deft S O Byrne from order of Mr Justice Joyce, dated July 13, 1901 Nov 2

Barnard Castle Urban District Council v Wilson appl of pliffs from order of Mr Justice Buckley, dated Aug 5, 1901 Nov 5

In re Walker and Oakshott and the V & P Act, 1874 appl of F Walker & anr from order of Mr Justice Kekewich, dated June 20, 1901 (produce order) Nov 13

The National Co for the Distribution of Electricity by Secondary Generators v Gibbs appl of Delt H O Ruelle from order of Mr Justice Cozens-Hardy, dated July 11, 1901 Nov 13

In re Lloyd Lloyd v Lloyd appl of R L Allen and anr from order of Mr Justice Farwell, dated Nov 1, 1901 Nov 15

In re Sutton Lewis v Sutton appl of pliffs from order of Mr Justice Buckley, dated July 23, 1901 Nov 18

In re Hotham Hotham v Doughty appl of pliff from order of Mr Justice Cozens-Hardy, dated Nov 2, 1901 November 19

In re Duval Corbet v Duval appl of deft A C Duval from order of Mr Justice Cozens-Hardy, dated October 25, 1901 December 3

In re Hey Perkins v Hey appl of defts G Hey & anr from order of Mr Justice Byrne, dated Oct 25, 1901 December 4



## FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final List.)

The Turnchapel Wharves and Warehouses *ld v* Pitts, Son & King *ld* appl of debts from judgt of Mr Justice Grantham, dated June 15, 1901, with a special jury, Middlesex (heard before Vaughan Williams, Romer, and Mathew, L.J.J.—*c v* May 15)

## FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1900.

Cathcart *v* Jacobs appl of plttf from judgt of Mr Justice Day, dated Dec 17, 1900, without jury, Middlesex (*s o* until after petition in Lunacy disposed of—by order) Dec 28

1901.

The London County Council *v* The Urban District Council of Acton appl of debt from judgt of Mr Justice Ridley, dated Dec 14, 1900, without a jury, Middlesex (produce order) March 27

Gros and ors *v* Barnett appl of debt from judgt of Mr Justice Grantham, dated May 22, 1901 May 22

Rev G N Herbert, applt *v* J A M Quade (Surveyor of Taxes), respt (Revenue Side) appl of respt from judgt of Justices Kennedy and Phillimore, dated May 9, 1901 part heard (*s o* for additional facts)

Patrick Igoe (appellants) *v* Thomas Thornhill Shann and ors, Jj of the Peace for the County and City of Manchester (respts) *Crown Side* appl of respts from judgt of the Lord Chief Justice and Mr Justice Lawrence, dated May 7, 1901 May 31

John Marshall *v* The Royal Exchange Assce Corpn appl of plttf from judgt of Justices Ridley and Phillimore, dated May 22, 1901, with special jury, Middlesex June 25

New River Co *v* Assessment Committee of Hertford Union and ors (*Crown Side*) appl of respts from judgt of Justices Ridley and Bigham, dated June 11, 1901 June 25

The Associated Portland Cement Manufacturers (1900) *ld* and ors *v* Tolhurst appl of plttfs from judgt of Mr Justice Mathew, dated June 12, 1901, without a jury, Middlesex (Commercial List) June 26

Tolhurst *v* The Associated Portland Cement Manufacturers (1900) *ld* and ors appl of debts from judgt of Mr Justice Mathew, dated June 12, 1901, without a jury, Middlesex June 26

B H Abrahams *v* Bullock appl of plttfs from judgt of Mr Justice Ridley, dated June 6, 1901, without a jury, Middlesex June 26

Gunn *v* Showell's Brewery Co *ld* and ors appl of debts Showell's Brewery Co *ld* from judgt of Mr Justice Channell, dated June 7, 1901, without a jury, Middlesex June 28

Wertheim *v* Thomas Owen & Co *ld* appl of plttf from judgt of Mr Justice Bigham, dated May 7, 1901, and cross-notice of appeal by debts (from part of same order), without a jury, Middlesex July 1

The Corporation of the Royal Exchange Assurance *v* Sjöförsäkrings Aktie Bolaget Vega appl of plttfs from judgt of Mr Justice Bigham, dated June 15, 1901, without a jury, Middlesex July 4

Favets *v* Merry appl of plttf from judgt of Mr Justice Ridley, dated June 25, 1901, without a jury, Middlesex July 5

Michel *v* Day appl of plttf from judgt of Mr Justice Ridley, dated June 26, 1901, without a jury, Middlesex July 5

Taylor *v* Tombs and Same *v* Same appl of plttfs from judgt of Mr Justice Darling, dated July 4, 1901, with common jury, Middlesex (two actions consolidated, by order) July 8

Hedley *v* Rippin & ors appl of plttf from judgt of Mr Justice Darling, dated July 3, 1901, with common jury, Middlesex (security ordered) July 12

Vickers, Sons & Maxim *ld v* Midland Ry Co & ors (Railway and Canal Commission) appl of debts from judgt of Mr Justice Wright, Sir F. Peel and Viscount Cobham, dated July 10, 1901 July 13

Mercer *v* The Liverpool, St Helens and South Lancashire Ry Co appl of debts from judgt of The Lord Chief Justice, dated June 24, 1901, without a jury, Middlesex July 17

Trudegar Iron & Coal Co *ld v* Hawthorn Bros & Co appl of plttfs from order of Mr Justice Phillimore, dated June 26, 1901, without a jury, Middlesex July 18

Rosenthal Bros (appellants) *v* Redfern & Son (respondents) (*Crown Side*) appl of debts from judgt of Justices Channell and Bucknill, dated June 28, 1901 (security ordered) July 20

Steel, Young, & Co *v* Grand Canary Coalng Co appl of debt from judgt of Mr Justice Phillimore, dated July 15, 1901 July 29

Charles Cammell & Co *v* The Midland Ry Co & ors (Railway and Canal Commission) appl of Midland Ry Co from judgt of Mr Justice Wright, Sir F. Peel, and Viscount Cobham, dated July 10, 1901 July 31

John Brown & Co *ld v* The Midland Ry Co & ors (Railway and Canal Commission) appl of Midland Ry Co from judgt of Mr Justice Wright, Right Hon Sir F. Peel, and Viscount Cobham, dated July 10, 1901 July 31

Mitchell *v* Richard Evans & Co *ld* appl of debts from judgt of Mr Justice Bucknill, dated July 26, 1901, without a jury Aug 2

Mediterranean and New York Steam Ship Co *v* Mackay appl of plttfs from judgt of Mr Justice Bucknill, dated July 6, 1901, with special jury, Manchester Aug 3

George Nelson & Sons *v* James and Alexander Brown appl of plttfs from judgt of Mr Justice Mathew, dated July 30, 1901, without a jury Aug 5

Preston (trading as John Preston) *v* Furness, Withy & Co appl of debts from judgt of Mr Justice Mathew, and cross notice of appeal by plttf from same order, dated July 31, 1901, without a jury Aug 7

(To be continued.)

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

## TRINITY SITTINGS, 1902.

## NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, petitions, and short causes will be taken on the days stated in the Trinity Sittings paper.

Mr. Justice KEKEWICH.—Except when other business is advertised in the daily cause list, Mr. Justice Kekewich will sit for the disposal of his lordship's witness list daily throughout the sittings, to the exclusion of other business.

Mr. Justice BYRNE.—Except when other business is in the daily cause list, Mr. Justice Byrne will sit for the disposal of his lordship's witness list daily throughout the sittings to the exclusion of other business.

Mr. Justice FARWELL.—The retained and transferred actions with witnesses will be taken by Mr. Justice Farwell on days to be announced in the daily cause list. Liverpool and Manchester business.—Mr. Justice Farwell will take Liverpool and Manchester business as follows:—

1. Motions, short causes, petitions and adjourned summonses on every other Saturday, commencing with Saturday, May 31st. 2. Summonses in chambers will be taken on every other Saturday, commencing with Saturday, May 31st.

Mr. Justice BUCKLEY will take his business as announced in the Trinity Sittings paper.

Mr. Justice JOYCE will take the retained witness actions on days to be announced in the daily cause list.

Mr. Justice SWINFEN EADY.—Except when other business is advertised in the daily cause list, Mr. Justice Swinfen Eady will take actions with witnesses daily throughout the sittings, to the exclusion of other business.

Summonses Before the Judge in Chambers.—Justices Farwell, Buckley, and Joyce, will sit in court the whole day on every Monday during the sittings to hear Chamber summonses.

Summonses adjourned into court will be taken as follows: Mr. Justice Kekewich as stated in the daily cause list; Mr. Justice Byrne, with non-witness actions, on days to be announced; Mr. Justice Farwell, with non-witness actions; Mr. Justice Buckley with non-witness actions; and Mr. Justice Joyce, with non-witness actions.

## SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the judges will sit for the disposal of witness actions as follows:—

Mr. Justice Kekewich will take his witness list as announced above.

Mr. Justice Byrne will take his witness list as announced above.

Mr. Justice Farwell will take the retained witness actions as announced above.

Mr. Justice Joyce will take the retained witness actions as announced above.

Mr. Justice Swinfen Eady will take his witness list as announced above.

## Chancery Causes for Trial or Hearing.

Set down to May 17, 1902.

Before Mr. Justice KEKEWICH.  
Retained by order.

Adjourned Summonses.

In re Drake Drake *v* Drake (*s o* generally)

In re Anglo-American Construction Co *ld* White *v* The Company 3 summonses (May 27)

In re Rufford Pomeroy *v* Whitehead (May 27)

In re Rayment Tozer *v* Patten summons with witnesses (*s o* generally)

In re Hill Sturges *v* Hill pt hd (May 27)

In re Everitt & Andrews' Contract *v* V & P Act, 1874 adjd summons (*s o* to come on with action when set down)

Oxenden *v* Phipson adjd summons (*s o* generally)

In re Legh's Settled Estates (restored) May 27

In re Sibly Sibly *v* Sibly Sibly *v* Pyte adjd summons in private (May 27)

## Motions.

In re Standbridge Swinden *v* Cottrell (*s o* generally)

The Carpenters' Co *v* The London Wall Estate Co (*s o* generally)

## Further Consideration.

Whitehouse *v* Lodge & Harper *ld* furcon & summons to vary pt hd (furcon to stand over until the result of appln to Court of Appeal to advance appeal from order on summons to vary, No. 2, and if

advanced until appeal disposed of. If appeal not advanced liberty to restore fur con)

## Causes for Trial (with Witnesses).

Attorney-General *v* Birmingham, Tame, & Rea District Drainage Board act

Champion, Sons & Hart *v* Marshall act (not until 3 weeks after delivery of points of defence, &c)

Radway *v* Grand Pump Room Hotel Co of Bath *ld* act

Nathan *v* Landau act (*s o* until filing of depositions)

Patton *v* Barber act (plttf dead)

Terry *v* Davies act

Andrew *v* Walls act

Murray *v* Sitwell adjd summons pt hd (*s o* to May 31) without witnesses

Haw *v* Yelton act

Attorney-Gen & Beckenham Urban District Council *v* South Eastern & Chatham Ry Co Managing Committee act (not before June 2)

Summer *v* Burn act

Mansfield *v* Stevens act (not before June 16)

Attorney-Gen, &c, Warwickshire County Council *v* The Oxford Canal Navigation act

McLellan *v* Rea act

Martin *v* Craik act

C Bright's Trustee *v* Vidal act

In re A C Andrews Andrews *v* Andrews summons adjd into court as a witness act

In re Cook Cook v Vimpany act  
Beck & Politzer v American Radia-  
tor Co act  
Turney v North act  
British Mannesman Tube Co ld v  
Perkins ld act (restored)  
Protheroe v Thomas act  
Haggie v Allan, the younger act  
Baron St Oswald v Great Central  
By Co act  
Foster v Mutual Reserve Life Fund  
Assoc act  
Alcott v Lefroy act

Before Mr. Justice BRYNNE.  
Retained by Order.  
Adjourned Summonses.  
In re Curry's Estate Thompson v  
Otnach adjd summs pt hd and  
special case (by order)

Petitions.  
Montefiore v Guedalla  
In re Smith Smith v Smith

Cause for Trial (with Witnesses).  
Ackerman v Smallpiece act (s o)  
In re Brown Brown v Brown act  
(s o till after Probate Action  
disposed of)  
International Bank of London v  
Rio de Janeiro Flour Mills act  
(stayed until depositions filed)  
Adler v Joel act (stayed till 10  
days after return of commission)  
Sach v Cottrell act (stayed until  
return of commission)  
The Welsbach Incandescent Lamp  
Co ld v Standard Incandescent  
Gas Light Co ld act (stayed until  
return of commission)  
Dyson & anr v Greening & Sons ld  
motn by ord and act  
Nicholson v Daniels act (s o June 14)  
The Worthington Pumping Engine  
Co v Moore act (stayed until  
return of commission)  
Safety Explosives ld v Harold Boyd  
actions (consolidated)  
The Worcester Royal Porcelain Co  
ld v Locke & Co ld act  
The Worcester Royal Porcelain Co  
ld v Rhodes act  
In re Joseph Taylor, dec Harrison  
v Harrison & Taylor adjd summs  
with witnesses (by order) s o  
June 3  
Dav & ors v Day & ors act &  
counter claim  
Jared v Clements act  
Wright v Berry act  
Holtan v Speak act  
Hooper v Temple act  
Furze v Hering & Seebe act  
Delves v Gray act  
In the Matter of The Registered  
Trade Mark, No 22,206, of  
maurice John Hart motn with  
witnesses (by order)  
Crackenthorpe v Crackenthorpe &  
ors act  
Wardrop v Gibbs ld act (s o  
June 5)  
Green v Hodson act  
Lush v Culliford act (without  
pleadings)  
In the Matter of Elmore's German  
& Austro-Hungarian Metal Co ld  
Walker & anr v The Same act  
Wylid v Fry act  
The Electric Tramways Construc-  
tion & Maintenance Co ld v  
Butterford act  
Dougoty v Lomangunda R ef ld  
act  
Urban District Council of Swanage  
v White act  
Hardy v Pocock act

Before Mr. Justice FARWELL.  
Retained by order.  
Causes for Trial (with Witnesses).  
Crance v Marks act s o pt hd

Burnside v Burnside act (s o until  
return of commission)  
Leader v Wandsworth Borough  
Council act pt hd (not. before  
June 26)  
Hardy v Lambert act (not before  
June 4)  
In re Grove Grove v Butt act pt  
hd

Transferred from Mr. Justice Keke-  
wich, by order, dated 22nd April,  
1902  
The British Motor Traction Co ld  
v Outhenin Challendore act (s o  
till certain costs paid)  
Crisp v Bushell act  
Mullens & Co ld v Harris act  
Attorney-Gen v Rural District  
Council of Lunsdale act  
Pattison v Armstrong act  
The British Homes Assoc Corpn ld  
v Patterson act  
Othen v International Tea Co's  
Stores ld act (pleadings to be  
delivered)  
Lowe v Lord act  
Buchanan v The Western Gazette  
Co ld act without pleadings (s o  
generally)  
Stapps v Stapps act  
Frampton v Hedges act and adjd  
notice  
Duke of Leeds v Clarkson act  
Byng v Stephens act & counter-  
claim  
Herbert Alexander & Co ld v Gor-  
don act  
G Ricordi & Co v J Poole & Sons  
ld act  
Keyzor v Smith act  
Mayor, & of Hove v The Brighton  
Intercepting & Outfall Sewers  
Board act  
Edgar v Laurie act  
Watkins v Watkins act & m f j

Causes for Trial Without Witnesses  
and Adjourned Summonses.  
In re Swales Haigh v Swales adjd  
summs (ptff dead)  
In re McMurdo Penfield v McMurdo  
adjd summs (to come on with  
fur con when set down)  
In re Tomlinson Martin v Norman  
adjd summs  
In re Eyre Coote & Settled Land  
Acts adjd summs pt hd (s o leave  
to amend, &c)  
In re A Biber Griffiths v Mason  
adjd summs (to come on as a  
witness action before Mr Justice  
Farwell If Mrs Griffiths comes  
in a fresh action to be brought)  
In re Rayer Waterlode Copes  
adjd summs  
In re The Grantley Settled Estates  
adjd summs  
In re Dixon, dec. Raimbach Dixon  
adjd summs  
In re Ogden's Estate Harrison v  
Jefferson adjd summs  
In re Belk's Estate Coverdale v  
Rawlings adjd summs  
In re Buckland's Estate Hardy v  
Buckland adjd summs  
In re Vallance Midwinter v  
Vallance adjd summs  
In re Gyde Attorney-Gen v Ward  
adjd summs  
In re Adams Poole v Adams  
adjd summs  
Fleming v Lee Muckusick v  
Fleming adjd summs  
In re Moaley's Settlement Moaley  
v Moaley adjd summs  
In re Stuckey Stuckey v Mayer  
adjd summs  
In re D Jones Jones v Griffith  
adjd summs  
In re Walker Travers v Walker  
adjd summs

In re Chenoweth Ward v Dwelley  
adjd summs  
In re Robert Parter's Estate Harrop  
v Porter adjd summs  
In re Popham's Estate Popham v  
Pinkney adjd summs  
In re Rynd Ogle v Fox adjd  
summs  
In re Hoare In re Chilworth Horne  
Charity Fleming v Young adjd  
summs  
In re Hedges Hedges v Williams  
adjd summs  
In re Pawle Pawle v Pawle adjd  
summs  
In re Diprose Moffrey v Diprose  
adjd summs  
In re Grimes Jennings v Hedges  
adjd summs  
In re Land Trust Co, Florida, &c  
Coupon Agency ld v Grahame  
adjd summs  
In re Robert Leamon Leamon v  
Read adjd summs  
In re Small Small v Small adjd  
summs  
Heaver v Wilde adjd summs  
In re Hawkins Hawkins v Hawkins  
adjd summs  
Bonsall v Morgan adjd summs  
In re Archer Archer v Archer  
adjd summs  
Chambers v Chambers motn for  
judgt (short)  
In re Roper Roper v Roper adjd  
summs  
In re Chance Mackintosh v  
Mobberley adjd summs  
In re Nicholson Cole v Nicholson  
adjd summs  
In re Harrowby & Payne's Contract  
adjd summs (not before June 2)  
Yeomans v Alton motn for judgt  
(short)

Further Considerations.  
In re Johnson Robert v Attorney-  
Gen fur con  
In re Enfield Embroidery Co ld  
Upton v Enfield Embroidery Co  
ld fur con

Before Mr. Justice BUCKLEY.  
Procedure Summonses.  
Abbot v Mayor of Bristol

Further Considerations.  
In re Johnstone, dec Pitt v Pitt  
fur con  
In re Catherine Pope Wrentmore  
Davies v Wilcocks & ors fur con

Causes for Trial (without Witnesses  
and Adjourned Summonses).  
In re Gurney Gurney v Gurney  
(s o till after report)  
The Attorney-General & Bray v  
The Mayor and Burgesses of the  
Borough of Hastings act pt hd  
In re Smith Howitt v Smith adjd  
summs  
In re Gay Fox v Gay adjd summs  
pt hd (not before June 18)  
Rooney v Stanton adjd summs  
Same v Same adjd summs  
Murgatroyd v The Old Silkstone  
Colliery Co adjd summs  
In re Tiffin, dec Davidson v Tiffin  
adjd summs  
In re Shaw Shaw v Dodson adjd  
summs  
In re Joseph Seaton, dec Seaton v  
Ellis adjd summs  
In re Adam's Estate v Mills  
Phillips adjd summs  
In re Curt's Trusts Harrison and  
anr v Widdrington adjd summs  
In re Royds, dec Hoyds v Hoyds  
adjd summs  
In re Ververs, dec Revell v Wilkin-  
son adjd summs

In re Bankes Reynolds v Ellis &  
ors act without witnesses  
In re Morrison, dec Morrison & anr  
v Morrison & ors adjd summs  
In re Becker & Longman's Contract  
and In re The V & P Act, 1874  
adjd summs  
In re James Rickman's Estate  
Rickman v Rickman adjd summs  
In re Becker's Contract Becker v  
Longman adjd summs

Companies (Winding up) and  
Chancery Division.  
Companies (Winding up).  
Petitions.  
Lucia Silver Mines In (petn of Frank  
Jackson & Co—s o from Jan 16 to  
Aug 7)  
Schofield, Hagerup & Doughty ld  
(petn of H. Furber—s o from  
Jan 16 to Aug 7)  
Orton (Boliva) Rubber Co ld (petn  
of F J Hessel—s o March 20 to  
June 10)  
Absolute Life Assoc Co ld (petn of  
Jas Sykes—s o April 29 to May  
28)  
Mediterranean Steam Navigation Co  
ld (petn of John Hudson & Co  
(London) ld—s o May 6 to May  
28)  
Press ld (petn of Direct Photo En-  
graving Co—s o May 13 to May  
28)  
Forrest & Son ld (petn of Shipham  
& Co ld—s o May 13 to June 3)  
British & Colonial Industries ld  
(petn of Brown, Janson, & Co—  
s o May 13 to June 3)  
Mural & Decorations Syndicate ld  
(petn of George Jacob—s o May  
13 to June 17)  
Coventry Components ld (petn of  
Arthur Lee & Sons ld)  
Johnston Foreign Patents Co ld  
(petn of Ateliers de Construction  
Verlikon)  
Harmer & Harley ld (petn of C F  
Oughton)  
Perry, Gardner & Co ld (petn of  
Park House Dyeing Co ld)  
Meyra Electric Co ld (petn of Ben  
Bridgwater)  
"Grosvenor" House Property  
Acquisition & Investment Build-  
Soc (petn of Wm Stollard)  
Caralt (New) Mines ld. (petn of  
Mines & Banking Corpn ld & ors  
Phos ld (petn of Falk, Stadelmann  
& Co ld)  
Extractions (Sturge's Patent) ld  
(petn of C E Newnham)

Chancery Division.  
Petition (for Reduction of Capital)  
under Companies Acts, 1867 &  
1877  
Oak Extract Co ld & reduced (petn  
of Company)

Petition under Companies (Memo-  
randum of Association) Act, 1890  
Monmouth Gas & Water Works Co  
ld (petn of Company—s o March  
20 to May 28)

Companies (Winding up) and  
Chancery Division.  
Court Summonses.  
Strand Buildings Co ld (as to deal-  
ing with surplus assets of the  
company)  
Walsh, Asquith & Co ld (for mis-  
feasance—witnesses)  
Bethanga Goldfields ld (on claim of  
Wainwright & Co—witnesses)  
Motor Car Co ld (for inspection of  
books)



**June 3.—MRS. DENHAM, TUNSON, FARMER, & BRIDGESWATER, at the Mart, at 2:—**  
**King's Cross (close to the Railway Station).—Two** improved blocks of Freehold  
 shops and Dwelling-houses, possessing extensive frontages of 560 feet to Fenton-  
 ville-road, North-street, and Winchester-street, total area of 59,310 square feet,  
 having a rent-roll of nearly £1,500 per annum. Also **St. Stephens, St. Alban's:—**  
 A charming Coppyhold Residential Property of nearly 20 acres, situated by the River  
 Vaux, with a large front facing along the bank of the river, and a small stream  
 (L. N.W.B.), which empties into the River at about 100 yards from the house.  
 Hampshire: Two convenient fishing estates, about 100 acres each, at £100 per annum. West

eight minutes' walk from either Kilburn (L. & N.W.R.), West Hampstead (Met R.), West End-lane (N.L.R.), or West-end (Mid. R.). Solicitor, John H. Horlin, Esq., London—Hotel Victoria, Great Yarmouth: The Long Lease, together with the ground, will and possession, furniture, fixtures, plant, and effects of this first-class hotel, occupying a very fine corner position at the extreme south of the Marine Parade, opposite the newly laid-out gardens. Solicitor, Walter B. Styer, Esq., London. (See advertisements, this week, p. 2.)

June 3.—Mr. JOSEPH STOWER (in conjunction with Messrs. WATERER & DICKINS), at the Mart, at 2, in Seven Lots:—Finchley: A Freehold Residence, known as Mereton, about seven minutes' walk from East Finchley Station; let on lease until 1903 at £250 per annum.—Mile End: Extensive Freehold Premises in Mile End-road, with gateway approach therefrom; affording accommodation for some 30 horses, besides large open yards; let on lease at £150 per annum; also four dwelling-houses adjoining, producing £98 12s. per annum. Solicitors, Messrs. Potter, Sandford, & Kilvington, London.—Bickley, Kent: Freehold Residential Property, situate in Southborough-road, near to Bickley and Chislehurst Stations (see full particulars). Solicitors, Messrs. Maitland, Peckham, & Co., London. (See advertisements, this week, p. 5.)

June 5.—Messrs H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

#### REVERSIONS:

To One-fourth of Freehold Ground-rents and Freehold Property in the counties of Stafford and Warwick, value £29,000; gentleman aged 64 and lady aged 68. Solicitors, Messrs. Pearce-Jones & Co., London.

To One-sixth of a Trust Fund, value £2,850; gentleman aged 84. Solicitor, Edward M. Lazarus, Esq., London.

To a Trust Fund, value £3,680; gentleman aged 64. Solicitor, T. Cooper, Esq., Southend-on-Sea.

LIFE INTEREST of a lady aged 28, in £1,924 7s. 6d. cash, and Reversionary Life Interest of the same lady on the decease of two ladies, aged 74 and 76, in One-sixteenth of a Trust Estate, represented by Freeholds and Leaseholds, producing £4,300 per annum, with Policies; also to other interests in same life (see particulars). Solicitor, Edward M. Lazarus, Esq., London.

#### POLICIES for:

£2,000, £3,000, £2,000, £1,500, £1,500, £1,000, £1,000, £1,000, £400. Solicitors, Messrs. Tarry, Sherlock, & King, London.  
£3,800, £2,000, £500, £525, £499, £1,800, £1,000, £2,000. Solicitors, Messrs. Chester, Broome & Griffiths, Messrs. Ingle, Holmes & Sons, Messrs. Wellborne & Son, and C. J. Aldis, Esq., all of London; W. N. Harris, Esq., Matlock Bridge, Derbyshire.

SHARES in the Penn. Copper Mines, Hubert Grenfell, The Shrewsbury S. T. and Chalmers Tyre Co. and Ford & Sons. Solicitors, Messrs. Budd, Johnsons, & Jecks; Messrs. Hadden, Woodward & McLeod, London. (See advertisements, this week, p. 23.)

June 5.—Messrs C. C. & T. MOORE, at the Mart, at 2:—Cheshunt, Herts: The Freehold Residence, with gardens, paddock, and orchard; let at £36 per annum.—Walthamstow: The Freehold Shop and House; let at £90 per annum. Solicitors, Messrs. W. Houghton & Son, London.—Victoria Park (to be sold, with possession on completion): Double-fronted residence, adjacent to the park, and containing nine rooms. Solicitors, Messrs. Alfred Cox & Son, London.—Mile End: Dwelling-house; let at £25 2s. per annum. And No. 183 Skidmore-street; let at £25 2s. Solicitors, Messrs. Harris & Son, London.—Spitalfields and Mile End: Well-letting Freeholds and Leaseholds, producing £254 16s. per annum. Solicitors, Messrs. Cook & Ellis, London. (See advertisements, this week, p. 2.)

June 5.—Messrs TROLOPE, at the Mart, at 2:—28, Hans-road, Hans-place, S.W.: A long Leasehold Town Residence, conveniently situated near Sloane-street, Albert-gate, and Hyde-park-corner, and within easy distance of the Clubs, Houses of Parliament, Government Offices, &c. Solicitors, Messrs. Young, Jones, & Co., London.—The Bristol Hotel and Restaurant, Burlington gardens, W.: Important fully-licensed Hotel and Restaurant, old-established, with frontage in close proximity to Bond-street, Regent-street, and to the theatre; held on long lease. Solicitors, Messrs. Paines & Co., London.—Kent, Kingwood (within two minutes' walk of Sydenham-hill Railway Station): A fine Residential Estate of about 36½ acres, occupying a high position and comprising an imposing stone-built modern Mansion, approached by two carriage drives, each with entrance lodge. Solicitors, Messrs. Neish, Howell, & Haldane, London. (See advertisements, this week, p. 7.)

June 5.—Messrs HUMBERT & FLINT, at the Mart, at 2:—Kent: The Kenward Estate, situate in the parish of Yalding, about five miles from Maidstone. It comprises an old-fashioned Mansion House, overlooking a well-timbered park, bounded by the River Medway. The estate extends to 236 acres. Solicitors, Messrs. Trower, Still, Fessling, & Farlin, London.—Watford, Herts: Freehold Residential Estate, about 1½ miles from the town and railway station, embracing an area of about 118 acres.

## BANKRUPTCY NOTICES.

London Gazette.—Tuesday, May 20.

### FIRST MEETINGS.

ANTINGSTALL, CATHERINE, and EUNICE ANTINGSTALL, Bolton June 4 at 3, Exchange, at Bolton  
BAYDRE, FRANK, Stythiana, Cornwall, Farmer May 29 at 12 Off Rec, Boswell, at Bristol  
BEAUMONT, GEORGE, Dewsbury, York, Fish Dealer May 29 at 3 Off Rec, Bank-chmbrs, Batley  
BISSTAD, EDWIN HENRY, and JOHN CUTLER, Worthing, Builders May 29 at 10.30, 4, Pavilion bldgs, Brighton  
BOOTHMAN, WALTER, Bescroft, nr Leeds, General Dealer May 29 at 11 Off Rec, 22, Park row, Leeds  
CARBUTHERS, JAMES, and JOSEPH CARBUTHERS, Cocker-mouth, Tailors May 29 at 3 Off Rec, 84, Fisher st, Carlisle  
COTTAM, JOSHUA THOMAS, Walsall, Grocer May 29 at 12 Off Rec, Wolverhampton  
CROSS, HENRY MCINTOSH, Edgbaston, Birmingham, Schoolmaster May 29 at 11 174, Corporation st, Birmingham  
CURTIS, JAMES, Cardiff, Painter May 28 at 11 117, St Mary st, Cardiff  
DAVIS, JOHN BENJAMIN, Bristol, Builder May 29 at 11.30 Off Rec, 29, Baldwin st, Bristol  
FOOTITT, BENJAMIN, Lincoln, Builder May 29 at 12 Off Rec, 31, Silver st, Lincoln  
FORD, JAMES, Buncoen, Cheshire, Labourer June 6 at 10.30 Court house, Palmysta sq, Warrington  
FORD, WALLACE, Kingsdown, Box, Wilts, Mason May 29 at 12 Off Rec, 26, Baldwin st, Bristol  
GROVES, EDWARD JOHN, Bedminster, Bristol, Builder May 29 at 11.45 Off Rec, 26, Baldwin st, Bristol  
GROVER, ESTHER MARY, Charlton upon Medlock, Manchester May 30 at 2.30 Off Rec, Byrom st, Manchester  
HARDY, WILLIAM HUNTER, Dover, Solicitor May 29 at 12 Off Rec, 66, Castle st, Canterbury  
HAYES, JOHN, Runcorn, Cheshire, Painter June 6 at 10.45 Court house, Palmysta sq, Warrington  
HELE, HERBERT, Bunley, Cambs, May 27 at 12 Off Rec, 14, Chapel st, Preston  
HEWLEY, WILLIAM, Saddleworth, Yorks, Joiner June 13 at 10 Off Rec, Bank-chmbrs, Queen st, Oldham

JEFFREYS, MORGAN, Treheris, Glam, Shoemaker May 27 at 3 185, High st, Morristhry Tydd  
OATLEY, THOMAS, Boreway, Hants, Grocer May 27 at 3 Off Rec, 172, High st, Southampton  
OSBOURNE, RICHARD, Wootton, Ives, Licensed Victualler May 29 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
POSTIN, WILLIAM HENRY, Swindon, Grocer May 29 at 11 Off Rec, 38, Regent circus, Swindon  
QUICK, EDMUND, Phil, Somerset, Butcher May 29 at 12.15 Off Rec, 26, Baldwin st, Bristol  
RAMSON, FLORA SIDNEY, Birmingham, Tobacconist June 2 at 11 174, Corporation st, Birmingham  
REHSEW, FREDERICK WILLIAM, Bury, Boot Dealer May 29 at 3 19, Exchange st, Bolton  
ROBERTS, J. C., Thornton Heath, Bristol May 29 at 11.30 24, Railway app, London Bridge  
ROGERS, FREDERICK JOHN, Liverpool May 29 at 2.30 Off Rec, 85, Victoria st, Liverpool  
SMITH, JOHN DAVIS, Folkestone, Wine Merchant May 29 at 3 Off Rec, 172, High st, Southampton  
SQUER, JOHN FALLEN, and CHARLES ROSS, Newcastle on Tyne, Confectioners May 27 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
STURLEY, J. H., Putney May 27 at 11.30 24, Railway app, London Bridge  
TAIT, THOMAS, Everton, Liverpool, Provision Merchant May 29 at 3 Off Rec, 25, Victoria st, Liverpool  
THOMPSON, WILLIAM, Manchester May 29 at 2.30 Off Rec, Byrom st, Manchester  
WATSON, WILLIAM, Newcastle on Tyne, Jeweller May 27 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne  
WILMER, WILLIAM BRADFORD, Swindon May 28 at 10.30 Off Rec, 28, Regent circus, Swindon  
WILSON, HARRY, Tuxford, Notts, Grocer May 30 at 12 Off Rec, 31, Silver st, Lincoln  
WRIGHT, EDWIN, jun, Gt Grimsby May 29 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

### ADJUDICATIONS.

ABSTREY, HUGH WILLIAM, Urnston, Butcher Salford Pet May 14 Ord May 16  
BEAUMONT, GEORGE, Dewsbury, York, Fish Dealer Dewsbury Pet May 16 Ord May 16  
BELL, ROBERT JOHN, Tredgar, Draper Tredgar Pet May 1 Ord May 16  
DOBBS, GEORGE, Maesteg, Glam, Boot Dealer Cardiff Pet May 15 Ord May 15

Also Hunton Bridge Farm, situate adjoining the above, close to King's Langley Station, two miles from Watford. It embraces an area of about 210 acres. Solicitors, Messrs. Cooper & Whately, London. (See advertisements, this week, p. 4.)

## WINDING UP NOTICES.

London Gazette.—Friday, May 23.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMIRAL SOAP CO., LIMITED.—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to James Edward Costello, 90, Cannon st  
MACHINE VELVET CUTTING SYNDICATE, LIMITED.—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Charles Marx, 30, Dickinson st, Manchester  
OLD CARTERS RESTAURANT, LIMITED (IN LIQUIDATION).—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Richard Armitage, 41, North John st, Liverpool  
PATERSON, LAING, & BRUCE, LIMITED.—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to George Alexander Touch, Basilston House, Moorgate st. Phelps & Co, Aldermanbury, solvers to liquidator. This does not relate to Paterson, Laing, & Bruce (1901), Limited  
TIPPOOK TEA CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest Tye, 5, Fenchurch st

London Gazette.—Tuesday, May 27.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH LAND AND MORTGAGE CO OF AMERICA, LIMITED.—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to Charles Seymour Greenleaf, George Nisbet Martin, and Orlando Curtis, care of Trinder & Co, 126, Leadenhall st, solvers to the liquidator  
CHAMPION CYCLE CO., LIMITED.—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Albert Dorey Chambers, Hall st, Kidderminster Weston, Kidderminster, solvers for the liquidator  
CHESTER TRAMWAYS CO., LIMITED.—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Warmley, Chester Walker & Co, Chester, solvers to the liquidator  
HULL AND GRIMSBY MUTUAL FISHING VESSELS INSURANCE CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to Henry Maddick, William Cox, Edward Taylor Mumby, and Joseph Henry Hobbs, 17, Parliament st, Hull Woodhouse & Co, Hull, solvers to liquidator  
IRONMONGERS ROPE WORKS, LIMITED.—Petition for winding up presented April 22, directed to be heard June 6. Pensonby & Carlisle, 5, Clegg st, Oldham, solvers to petitioner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 5  
MIDLAND CLOTHING CO., LIMITED.—Creditors are required, on or before June 2, to send their names and addresses, and particulars of their debts or claims, to George Aiken, Midland-chmbrs, Princess st, Wolverhampton; or Thorne & Haslam, Old Bank-chmbrs, Wolverhampton  
PATERSON, LAING, & BRUCE, LIMITED.—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to George Alexander Touch, Basilston House, Moorgate st. Phelps & Co, Aldermanbury, solvers to the liquidator. This does not relate to Paterson, Laing, & Bruce (1901), Limited  
RICHMOND CAVENDISH CO., LIMITED.—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Edmund David White, 42, Castle st, Liverpool. Tyrer & Co, Liverpool, solvers to the liquidator  
S & J STRELL, LIMITED.—Creditors are required, on or before June 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Whawell, 1, Imperial arcade, Huddersfield  
"STOCKPORT" STEAMSHIP CO., LIMITED.—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Radcliffe, Visena-chmbrs, Butte Docks, Cardiff

DODDSON, ROBERT, Burdon, nr Darlington, Blacksmith Stockton on Tees Pet May 15 Ord May 15  
FOWLER, CHARLES, Gillingham, Bradford, Farmer Bradford Pet April 17 Ord May 15  
HAWKINS, WILLIAM, Saddleworth, Yorks, Joiner Oldham Pet April 21 Ord May 15  
HOLLAND, HENRY, Upper Norwood, Baker Croydon Pet May 14 Ord May 14  
MEAKIN, THOMAS, Bosover, Derby, Contractor Chesterfield Pet April 13 Ord May 15  
MILLARD, JOHN LANCLOUT, East Lambrook, Somerset, Builder Yeovil Pet May 15 Ord May 15  
RABSON, HARRY BENTLEY, Redhill, Auctioneer Croydon Pet May 13 Ord May 15  
ROGERS, FREDERICK JOHN, Stoneycroft, Liverpool Liverpool Pet April 24 Ord May 15  
SMITH, JOHN EDWARD, Keighley, Yorks, Packing Case Maker Bradford Pet April 29 Ord May 14  
TAIT, THOMAS, Everton, Liverpool, Provision Merchant Liverpool Pet May 15 Ord May 15  
WATSON, ARTHUR South Bank, Yorks, Baker Sunderland Pet May 14 Ord May 14

London Gazette.—Friday, May 23.

### RECEIVING ORDERS.

BARRITT, RICHARD ARTHUR, Gt Grimsby, Butcher Gt Grimsby Pet May 8 Ord April 20  
BEALE, FREDERICK HANWAY, Woodstock rd, Shepherd's Bush, Organ Builder High Court Pet May 15 Ord May 15  
BLAKELY, THOMAS, Leeds, Cab Proprietor Leeds Pet April 21 Ord May 15  
BROWN, FREDERICK JAMES, Thirsk, Yorks, Temperance Hotel Proprietor Northallerton Pet May 30 Ord May 20  
BUTTERFIELD, LEWA, St John's Wood High Court Pet April 19 Ord May 20  
CLAY, CHARLES, Palace rd, Crouch End, Commercial Clerk High Court Pet May 20 Ord May 20  
DAITON, SIMON, Bethnal Green High Court Pet May 15 Ord May 15  
DAVIES, DANIEL, Carmarthen, Carpenter Carmarthen Pet May 17 Ord May 17  
DAVIS, ABRAHAM, Spitalfields, Provision Dealer High Court Pet May 14 Ord May 14



BAKER, SAMUEL, ARTHUR ELSON, and FRANK JAMES ELSON, Finedon, Northampton, Shoe Manufacturers Northampton Pet May 21 Ord May 21  
 BIRCHWOOD, THOMAS, Tipton, Chattermaster Dudley Pet May 6 Ord May 16  
 BIRCHWOOD, JAMES HENRY, Oxford st, Pewterer High Court Pet May 20 Ord May 20  
 BIRCHWOOD, CHARLES, Brixton, Variety Artist High Court Pet May 16 Ord May 16  
 BIRCHWOOD, RICHARD DRIGTON, Wigginton, Yorks, Farmer York Pet May 21 Ord May 21  
 BIRCHWOOD, HENRY, Loughborough, Fish Hawker Leicester Pet May 16 Ord May 16  
 BIRCHWOOD, WILLIAM JOSEPH, Calendon rd, King's Cross, Const Dealer High Court Pet May 16 Ord May 16  
 BIRCHWOOD, THOMAS, jun, Arbour sq, Stepney, Picture Frame Maker High Court Pet May 17 Ord May 17  
 BIRCHWOOD, CARL THEODORE ALBERT, Finsbury pynt, Merchant High Court Pet April 12 Ord May 14  
 BIRCHWOOD & Co, White Horse st, Stepney, Build's High Court Pet April 14 Ord May 16  
 BIRCHWOOD, LAYTON, Cwmbran, M n, Machine fitter Newport, Mon Pet May 21 Ord May 21  
 BIRCHWOOD, ISABELLA WATTS BURTON, Margate Canterbury Pet May 1 Ord May 15  
 BIRCHWOOD, THOMAS, Darlington, Hatter Stockton on Tees Pet May 3 Ord May 16  
 BIRCHWOOD, SAMUEL, Commercial rd High Court Pet May 15 Ord May 20  
 BIRCHWOOD, JOHN, Newcastle upon Tyne, Bedding Manufacturer Newcastle on Tyne Pet May 17 Ord May 17  
 BIRCHWOOD, ELIZABETH ROSCOE GRAHAM, Broadbury rd, Ebbw Vale High Court Pet April 22 Ord May 14  
 BIRCHWOOD, THOMAS LINDLEY, Home Furnisher Carmarthen Pet May 17 Ord May 17  
 BIRCHWOOD, ADOLPH LUDWIG Cambridge av, Kiburn, Commercial Traveller High Court Pet May 16 Ord May 16  
 BIRCHWOOD, SAMUEL, Lower Edmonton, Builder Edmonton Pet April 25 Ord May 16  
 BIRCHWOOD, FREDERICK GEORGE, and WILLIS JAMES MILLER, Radcliffe, Builders Eastbourne Pet May 21 Ord May 21  
 BIRCHWOOD, ARTHUR, Derby, Upholsterer Derby Pet May 17 Ord May 17  
 BIRCHWOOD, ISAAC Forest Gate, Essex, Poulterer High Court Pet May 20 Ord May 20  
 BIRCHWOOD, J G F, Blackheath High Court Pet April 18 Ord May 14  
 BIRCHWOOD, JOHN, Norwich, Harness Maker Norwich Pet May 17 Ord May 17  
 BIRCHWOOD, JONATHAN WILLIAM, Rugby, Engineer Coventry Pet May 16 Ord May 16  
 BIRCHWOOD, THOMAS, Uxbridge rd High Court Pet April 18 Ord May 14  
 BIRCHWOOD, FRANK, Oxford, Boot Maker Oxford Pet May 16 Ord May 16  
 BIRCHWOOD, HERBERT, York, Baker York Pet May 21 Ord May 21  
 BIRCHWOOD, JOHN SAMUEL, BAYVIEW IN FURDONS, Watchmaker BAYVIEW IN FURDONS Pet May 17 Ord May 17  
 BIRCHWOOD, THOMAS, Newport, Mon, Greenrooster Newport Mon Pet April 21 Ord May 21  
 BIRCHWOOD, NATHAN SALE, Chesham, Bucks, Boot Manufacturer Aylesbury Pet May 21 Ord May 21  
 BIRCHWOOD, GEORGE BENJAMIN, Whidborne st, King's Cross, Fark Butcher Graydon Pet May 21 Ord May 21  
 BIRCHWOOD, HENRY, Hertfordham rd, Fulham, Musician High Court Pet May 20 Ord May 20  
 BIRCHWOOD, JAMES BATE REGIE, Dorset, Baker Poole Pet May 30 Ord May 30  
 BIRCHWOOD, JOHN BARNETT, Blenheim rd, Auctioneer High Court Pet April 4 Ord May 15  
 BIRCHWOOD, HENRY WEBB, Birmingham, House Agent Birmingham Pet May 16 Ord May 16  
 BIRCHWOOD, JOHN FRANKTON, Ipswich, Labourer Bury St Edmunds Pet May 21 Ord May 21  
 BIRCHWOOD, JOHN WILLIAM, Burton on Trent, Licensed Victualler Burton on Trent Pet May 6 Ord May 16

Amended notice substituted for that published in the London Gazette of May 16:  
 GOWEN, MYNERS MARY, Chorlton upon Medlock, Manchester Manchester Pet April 29 Ord May 12

## FIRST MEETINGS.

ALEXANDER, —, Woolwich, Builder June 2 at 2 30 Bankruptcy bldg, Carey st

BATEMAN, JOHN KEMPT, Torquay, Licensed Victualler May 31 at 11 Off Rec 13, Bedford st, Esher  
 BEALE, FREDERICK HARWAY, Shepherd's Bush, Organ Builder June 5 at 12 Bankruptcy bldg, Carey st  
 BIRD-DAVIS, CHARLES HENRY, Tynemouth, Devcon, Commission Agent June 8 at 12 Bankruptcy bldg, Carey st  
 BURTON, JAMES MARIE, Oswestry, Licensed Victualler May 31 at 11 30 The Priory, Wrexham  
 BROMFIELD, FRANK HAROLD, Blaenavon, Mon, Chemist May 30 at 12 135, High st, Merthyr Tydfil  
 CHALLENGER, EDWARD HERBERT, Cheltenham, House Decorator May 31 at 8 30 County Court bldg, Cheltenham  
 CORDEWELL, CHARLES MARK, Oxford, Blacksmith June 2 at 11 30 24 B liway app, London Bridge  
 COTTELL, MARTHA, and JOHN OMEROD COTTELL Bolton, Machinists May 30 at 8 Off Rec, Byrom st, Manchester  
 DAINTER, SIMON, Bethnal Green June 2 at 11 Bankruptcy bldg, Carey st  
 DAVIES, DANIEL, Carmarthen, Carpenter May 31 at 11 Off Rec, Queen's, Carmarthen  
 DAVIS, ABRAHAM, Spitalfields, Provision Dealer June 2 at 12 Bankruptcy bldg, Carey st  
 EVANS, WILLIAM, Llantrisant, Tanker May 30 at 3 135, High st, Merthyr Tydfil  
 FIELDING, JAMES HENRY, Woodstock st, Oxford st, Pewterer June 6 at 12 Bankruptcy bldg, Carey st  
 FRASER, CHARLES, Brixton, Variety Artist June 5 at 2 30 Bankruptcy bldg, Carey st  
 GIBBS, GEORGE WALTER, Charing Cross rd, Licensed Victualler High Court Pet April 11 Ord May 17  
 GIBBERTON, RICHARD DRIGTON, Wigginton, Yorks, Farmer York Pet May 21 Ord May 21  
 HALLAM, HENRY, Loughborough, Fish Hawker Leicester Pet May 16 Ord May 16  
 HARRIS, JOHN, Birmingham, General Iron Plate Worker Birmingham Pet April 29 Ord May 16  
 HARRIS, THOMAS HENRY, St. Alban, Herts, Carpenter St Alban Pet May 18 Ord May 17  
 HAYWORTH, RICHARD NIKROD, Gray's inn pl, Gray's inn, Solicitor High Court Pet Dec 13 Ord May 16  
 HEALY, THOMAS, jun, Arbour sq, Stepney, Picture Frame Maker High Court Pet May 17 Ord May 17  
 HUNT, WALTER GEORGE, Elgin av, Maida Hill, Restaurant Manager High Court Pet Jan 16 Ord May 17  
 JENKINS, LAYTON, Cwmbran, Mon, Machine Fitter Newport, Mon Pet May 21 Ord May 21  
 JENKINS, WILLIAM THOMAS, Newhaven, Hairdresser Lewes Pet May 15 Ord May 21  
 JONES, JOHN RENN, Llandawberth, Cardigan, Draper Carmarthen Pet April 19 Ord May 21  
 LAWSON, CHARLES HENRY, Cophall av, Architect High Court Pet March 18 Ord May 20  
 MAOUTER, THOMAS, Havertfordwest, Draper Pembroke Dock Pet May 16 Ord May 21  
 MARTINSON, ADOLPH LUDWIG, Cambridge av, Kiburn, Commercial Traveller High Court Pet May 16 Ord May 16  
 MILLS, ARTHUR, Derby, Upholsterer Derby Pet May 17 Ord May 17  
 MOORE, ISAAC, Forest Gate, Poulterer High Court Pet May 20 Ord May 20  
 PALMER, JOHN, Norwich, Harness Maker Norwich Pet May 17 Ord May 17  
 PROCTOR, FORD WILFRED, Ashford, Kent, Tobaccoconist Canterbury Pet April 18 Ord May 16  
 PINFOLD, JONATHAN WILLIAM, Rugby, Engineer Coventry Pet May 6 Ord May 16  
 PINFOLD, THOMAS SAMUEL FREDERICK, Uxbridge rd High Court Pet April 26 Ord May 20  
 POOLE, GEORGE HENRY, New Kent rd, Southwark, Baker High Court Pet March 30 Ord May 10  
 RAINBOW, FRANK, Oxford, Boot Maker Oxford Pet May 16 Ord May 16  
 RIPLEY, HERBERT, York, Baker York Pet May 21 Ord May 21  
 RINGRO, CHARLES COMPTON, Stroudbrooke Nye, Suffolk Ipswich Pet April 12 Ord May 17  
 SIMMS, FREDERICK, Chancery ln, Advertising Contractor Manchester Pet May 17 Ord May 17  
 THOMAS, JOHN OWEN, and JAMES WATSON, East India av, Builders Merchants High Court Pet March 4 Ord May 13  
 THOMPSON, WILLIAM, Manchester Manchester Pet May 15 Ord May 15  
 THOMAS, NATHAN SALE, Chesham, Bucks, Boot Manufacturer Aylesbury Pet May 21 Ord May 21  
 TOULLE, HENRY, Buxted, Sussex, General Shopkeeper Lewes Pet May 14 Ord May 21  
 TROTTER, HENRY, Fulham, Musician High Court Pet May 20 Ord May 20

Amended notice substituted for that published in the London Gazette of May 16:

BURGESS, HENRY WILLIAM, Thame, Oxford, Tobaccoconist May 23 at 12 1, St Aldate's, Oxford

## ADJUDICATIONS.

BASSETT, RICHARD ARTHUR, St. Grimsby, Batches St Grimsby Pet May 3 Ord May 21  
 BAWDEN, FRANCIS, St. Stephen's, Cornwall, Farmer Truro Pet May 16 Ord May 16  
 BROWN, FREDERICK JAMES, Thurst, York, Temperance Hotel Proprietor Northampton Pet May 20 Ord May 20  
 CLAPP, EDWARD ARTHUR, Upper Park, Essex, Jeweller High Court Pet April 10 Ord May 20  
 CLAY, CHARLES, Palace rd, Crouch End, Commercial Clerk High Court Pet May 20 Ord May 20  
 CROSS, HENRY MCDOUGALL, Edgbaston, Birmingham, Schoolmaster Birmingham Pet May 6 Ord May 17  
 DAVIS, DANIEL, Carmarthen, Carpenter Carmarthen Pet May 17 Ord May 17  
 DAVIS, ABRAHAM, Wentworth st, Spitalfields, Provision Dealer High Court Pet May 16 Ord May 16  
 ELSON, SAMUEL, ARTHUR ELSON, and FRANK JAMES ELSON, Finedon, Northampton, Shoe Manufacturers Northampton Pet May 21 Ord May 21  
 FIELDING, JAMES HENRY, Woodstock st, Oxford st, Pewterer High Court Pet May 20 Ord May 20  
 FRATER, CHARLES, Brixton, Variety Artist High Court Pet May 16 Ord May 16  
 GIBBS, GEORGE WALTER, Charing Cross rd, Licensed Victualler High Court Pet April 11 Ord May 17  
 GIBBERTON, RICHARD DRIGTON, Wigginton, Yorks, Farmer York Pet May 21 Ord May 21  
 HALLAM, HENRY, Loughborough, Fish Hawker Leicester Pet May 16 Ord May 16  
 HARRIS, JOHN, Birmingham, General Iron Plate Worker Birmingham Pet April 29 Ord May 16  
 HARRIS, THOMAS HENRY, St. Alban, Herts, Carpenter St Alban Pet May 18 Ord May 17  
 HAYWORTH, RICHARD NIKROD, Gray's inn pl, Gray's inn, Solicitor High Court Pet Dec 13 Ord May 16  
 HEALY, THOMAS, jun, Arbour sq, Stepney, Picture Frame Maker High Court Pet May 17 Ord May 17  
 HUNT, WALTER GEORGE, Elgin av, Maida Hill, Restaurant Manager High Court Pet Jan 16 Ord May 17  
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 THOMPSON, WILLIAM, Manchester Manchester Pet May 15 Ord May 15  
 THOMAS, NATHAN SALE, Chesham, Bucks, Boot Manufacturer Aylesbury Pet May 21 Ord May 21  
 TOULLE, HENRY, Buxted, Sussex, General Shopkeeper Lewes Pet May 14 Ord May 21  
 TROTTER, HENRY, Fulham, Musician High Court Pet May 20 Ord May 20

# NATIONAL DISCOUNT COMPANY, LIMITED,

## 35, CORNHILL, LONDON, E.C.

Subscribed Capital, £4,233,325.

Paid-up Capital, £846,665.

Reserve Fund, £460,000.

## DIRECTORS.

EDMUND THEODORE DOXAT, Esq., Chairman.

WILLIAM HANCOCK, Esq.

QUINTIN HOGG, Esq.

Sub-Manager: PHILIP HAROLD WADE.

JOHN FRANCIS OGILVY, Esq.

AUGUSTUS SILLEM, Esq.

WILLIAM JAMES THOMPSON, Esq.

Secretary: CHARLES WOOLLEY.

Auditors: JOSEPH GURNEY FOWLER, Esq. (Messrs. Price, Waterhouse, &amp; Co.); FRANCIS WILLIAM PIXLEY, Esq. (Messrs. Jackson, Pixley, Browning, &amp; Co.).

Bankers: BANK OF ENGLAND; THE UNION BANK OF LONDON, LIMITED.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities. Money received on Deposit, at Call and Short Notice, at the Current Market Rates; and for Longer Periods upon Terms to be Specially Agreed upon. Investments in and Sales of all descriptions of British and Foreign Securities effected. All Communications upon this subject to be addressed to the Manager.

WATSON, WILLIAM, Newcastle on Tyne, Jeweller Newcastle on Tyne Pet May 14 Ord May 15  
 WEAVER, JOHN HENRY, Streatham, Greengrocer Wandsworth Pet April 14 Ord May 17  
 WELCH, JAMES, Bere Regis, Dorset, Baker Poole Pet May 20 Ord May 20  
 WELLINGTON, HENRY EDWARD, Gloucester ter, Hyde Park High Court Pet March 6 Ord May 19  
 WRIGHT, JOHN PRENTICE, Ipswich, Labourer Bury St Edmunds Pet May 21 Ord May 21

London Gazette.—TUESDAY, May 27.

#### RECEIVING ORDERS.

ANDERSON, JOHN WILSON, Bingley, Painter Bradford Pet May 24 Ord May 24  
 AVIS, ARTHUR, Ipswich, Builder Ipswich Pet May 23 Ord May 23  
 BAKER, EDWARD, Maidenhead, Athletic Outfitter Windsor Pet May 21 Ord May 21  
 BATTEN, JAMES, Ebbw Vale, Mon, Greengrocer Tredgar Pet May 23 Ord May 23  
 BINDER, JOHN WILLIAM, Turo, Plumber Turo Pet May 24 Ord May 24  
 BROADBENT, SAMUEL JAMES, Newport, Baker Newport, Mon, Pet April 24 Ord May 24  
 BUTTERFIELD, GEORGE WILLIAM, Dunston, Lincol, Shoemaker Lincoln Pet May 24 Ord May 24  
 CHICKELL, WILLIAM HENRY, Phoenix st, Somers Town, Commercial Traveller High Court Pet May 22 Ord May 22  
 COOPER, HERBERT EDWARD, Mansfield, Notts Nottingham Pet May 22 Ord May 22  
 CRAMP, GEORGE HARRY, Shephard, Leicester, Boot Retailer Leicester Pet May 24 Ord May 24  
 CULPIN, ALFRED JOHN, North Evington, Leicester Leicester Pet May 24 Ord May 24  
 DAVEY, JOHN, Sheffield 14, Fish Dealer Sheffield'd Pet May 23 Ord May 23  
 DE BURGH, ARTHUR EDWARD CHAPMAN, York York Pet May 12 Ord May 23  
 GRABY, CHARLES, 1, Ward Leeds, Farm Labourer Leeds Pet May 23 Ord May 23  
 HANCOCK, H. C., Derby, Tobaccoist Derby Pet May 9 Ord May 23  
 HAYFHAM, HARRISON, Barnsley, Bricklayer Barnsley Pet May 22 Ord May 23  
 HEMINGWAY, EMMETT, Chapel Allerton, Leeds, Commission Agent Leeds Pet May 23 Ord May 23  
 HEWITSON, JOSEPH ANGELO, and WALTER LAMBERT, Kingston upon Hull, Timber Merchants Kingston upon Hull Pet May 23 Ord May 23  
 JACKSON, WILLIAM LEWIS, Devonport, Baker Plymouth Pet May 23 Ord May 23  
 KUTNER, ISAAC, Mary st, Hackney High Court Pet May 1 Ord May 23  
 OWEN, ROBERT HUGH, Putnam, Baker Putnam Pet May 24 Ord May 24  
 PATE, WALTER MARRETT, Wisbech Saint Peter, Isle of Ely, Hairdresser King's Lynn Pet May 21 Ord May 21  
 PICKLES, THOMAS, Keighley, Yorks, Saddler Bradford Pet May 22 Ord May 22  
 RANSFORD, SAMUEL, Clevedon, Somerset Bristol Pet May 22 Ord May 22  
 RATHBONE, FRANCIS AUGUSTUS, Mangotsfield, Glos, Plumber Bristol Pet May 22 Ord May 22  
 SHORT, JOHN, Dudley, Labourer Dudley Pet May 22 Ord May 22  
 SPARROW, CLEMENT, City rd, Hatter High Court Pet May 23 Ord May 23  
 WORTLEY, JOHN, Frattonham, Norfolk, Farmer Norwich Pet May 14 Ord May 24  
 WRIGHT, WILLIAM, Barnsley, Draper Barnsley Pet May 24 Ord May 24

#### FIRST MEETINGS.

BLAKETT, THOMAS, Leeds, Coach Proprietor June 3 at 11 Off Rec, 22 Park row, Leeds  
 BROWN, RICHARD, sen, Norwell, Notts, Wheelwright June 5 at 12 Off Rec, 4, Castle pi, Park st, Nottingham  
 BUCKLEIGH, LENA, Circus rd, St John's Wood June 6 at 2.30 Bankruptcy bldg, Carey st  
 CHICKELL, WILLIAM HENRY, Phoenix st, Somers Town, Commercial Traveller June 6 at 2.30 Bankruptcy bldg, Carey st  
 CLARKE, WILLIAM THOMAS, Hereford, Fruiterer June 9 at 10 3, Off st, Hereford  
 CLAY, CHARLES, Crouch End, Commercial Clerk June 9 at 12 Bankruptcy bldg, Carey st  
 COSKINS, WILLIAM, Cuddington, Cheshire, Livery Stable Keeper June 4 at 4 Royal Hotel, Crewe  
 CULPIN, ALFRED JOHN, North Evington, Leicester June 3 at 3 Off Rec, 1, Berridge st, Leicester  
 DE BURGH, CHARLES ARTHUR EDWARD, York June 9 at 1 Off Rec, The Red House, York  
 DODDSON, ROBERT, Burdon, ar Darlington, Durham, Blacksmith June 11 at 3 Off Rec, 8, Albert rd, Mid-lebrough

DRINKWATER, ROBERT WILLIAM, Baitow in Furness, Boot-maker June 4 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness  
 EMERY, JAMES CHARLES, New Southgate, Builder June 5 at 11.30 Off Rec, 25, Temple chambers, Temple av  
 GILBERTSON, RICHARD DEIGHTON, Wiggington, Yorks, Farmer June 5 at 3.15 Off Rec, The Red House, York  
 GRIMES, ALICE, Eddington, Warwick June 4 at 11 174, Corporation st, Birmingham  
 GROBE HERMANN EMIL, Liverpool, Hotel Proprietor June 4 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 HALLAM, HENRY, Loughborough, Fish Hawker June 3 at 12.30 Off Rec, 1, Berridge st, Leicester  
 HARRIS, THOMAS HENRY, St Alban, Hereford, Carpenter June 5 at 3 Off Rec, 25, Temple chambers, Temple av  
 HARRISON WILLIAM, Wragg, Lincol, Cartier June 4 at 12.15 Off Rec, 4 and 6, West st, Boston  
 HARRIS, WILLIAM JOSEPH, Caledonian rd, King's Cross, Greengrocer June 11 at 12 Bankruptcy bldg, Carey st  
 HEALY, THOMAS, jun, A-bour sq, Stepney, Picture Frame Maker June 11 at 11 Bankruptcy bldg, Carey st  
 HECHT, CARL THEODORE ALBERT, Finchbury pmt, Merchant June 12 at 2.30 Bankruptcy bldg, Carey st  
 HUGHES, DAVID, Ab-rdare, Fruiterer June 4 at 2 185 High st, Merthyr Tydfil  
 INGRAM, EDWARD, Bath, Coachbuilder June 4 at 11.30 Off Rec, 20, Baldwin st, Bristol  
 IRELAND & CO, White Horse st, Stepney, Builders June 10 at 2.30 Bankruptcy bldg, Carey st  
 IVERY, HENRY JAMES, Dorking, Seedsmen June 4 at 11.30 24, Railway app, London Bridge  
 JONES, PHILLIP FODD, Williamstown, nr Pen-y-graig, Gam, Grocer June 5 at 12 135, High st, Merthyr Tydfil  
 KILBYER, SAMUEL, Commercial rd, Boot Manufacturer June 10 at 11 Bankruptcy bldg, Carey st  
 LAVERY, JOHN, Newcastle upon Tyne, Lincolnum Merchant June 4 at 11.50 Off Rec, 30, Mosley st, Newcastle upon Tyne  
 MAQUIRE, THOMAS, Haverfordwest, Draper June 13 at 12.15 Temperance Hall, Pembroke Dock  
 MARTINSON, ADOLF LUDWIG, Kilburn, Commercial Traveller June 11 at 2.30 Bankruptcy bldg Carey at  
 MAYES, SAMUEL, Lower Edmonton, Builder June 5 at 13 Off Rec, 25, Temple chambers, Temple av  
 MILLARD, JOHN LANCELOT, East Lambrook, Somerset, Builder June 3 at 12.45 Off Rec, Endless st, Salisbury  
 MONCHIEFF, JOHN GEORGE, Putney June 3 at 11.30 24, Railway app, London Bldg  
 MOORE, ISAAC, Forest Gate, Poulterer June 9 at 11 Bankruptcy bldg, Carey st  
 MURKETT, J. G. F., Blackheath June 9 at 12 Bankruptcy bldg, Carey st  
 NEWTON, ROBERT, Barrow in Furness, Merchant Tailor June 4 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness  
 PICKLES, THOMAS, Keighley, Yorks, Saddler June 4 at 11 Off Rec, 31, Manor row, Bradford  
 POWELL, THOMAS, Llandefaelg, Treagraig, Brecon, Farmer June 3 at 12 185, High st, Merthyr Tydfil  
 RAINBOW, FRANK, Oxford, Bootmaker June 3 at 12 1, 5, Aldgate's, Oxford  
 RANSFORD, SAMUEL, Clevedon, Somerset June 4 at 12 Off Rec, 25, Baldwin st, Bristol  
 RATHBONE, FRANCIS AUGUSTUS, Mangotsfield, Glos, Plumber June 4 at 11.45 Off Rec, 25, Baldwin st, Bristol  
 REES, CHARLES LEVI, Mountain Ash, Insurance Agent June 5 at 2 185, High st, Merthyr Tydfil  
 RIPLEY, HERBERT, Forgate, York, Baker June 5 at 1 Off Rec, The Red House, York  
 RUBEN, JOHN SAMUEL, Barrow in Furness, Jeweller June 4 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness  
 SANDERS, EMMA JANE, Aston, Birmingham, Grocer June 4 at 12 174, Corporation st, Birmingham  
 STEWARD, GEORGE J. Bickenhed, Provision Broker June 4 at 2 Off Rec, 35, Victoria st, Liverpool  
 TROTTER, HENRY, Fulham Musician June 6 at 11 Bankruptcy bldg, Carey st  
 WALKER, CHARLES HENRY, Liverpool, Chemist June 4 at 12.30 Off Rec, 35, Victoria st, Liverpool  
 WALKER, JOHN, Broughton in Furness, Innkeeper June 4 at 10.30 Off Rec 16, Cornwallis st, Barrow in Furness  
 WALKER, JOHN HENRY, Chingford, Essex June 5 at 11 Off Rec, 25, Temple chambers, Temple av  
 WATSON, ARTHUR, South Bank, Yorks, Baker June 5 at 3 Off Rec, 25, John st, Sunderland  
 WELCH, JAMES, Bere Regis, Dorset, Baker June 3 at 12.30 Off Rec, Endless st, Manchester  
 WYATT, JOHN WILLIAM, Furlon on Trent, Licensed Victualler June 3 at 3.30 Midland Hotel, Station st, Borton on Trent

TENTH IMPRESSION (REVISED AND CORRECTED, 1899). 8vo. Price 18s.

## THE INSTITUTES OF JUSTINIAN.

With English Introduction, Translation, and Notes.

By the late THOMAS COLLETT SANDARS, M.A., Barrister-at-Law.

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